

SERFF Tracking Number: GRTA-125429006 State: Arkansas  
First Filing Company: Great American Alliance Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: BM-AR-0801-EBDW  
TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery  
Product Name: BM-AR-0801-EBDW  
Project Name/Number: Equipment Breakdown/AP-0801-EBDW

## Filing at a Glance

Companies: Great American Alliance Insurance Company, Great American Assurance Company, Great American Insurance Company, Great American Insurance Company of New York

Product Name: BM-AR-0801-EBDW	SERFF Tr Num: GRTA-125429006	State: Arkansas
TOI: 27.0 Boiler & Machinery	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 27.0000 Boiler & Machinery	Co Tr Num: BM-AR-0801-EBDW	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Christie Mayes	Disposition Date: 01/30/2008
	Date Submitted: 01/18/2008	Disposition Status: Approved
Effective Date Requested (New): 04/01/2008		Effective Date (New): 04/01/2008
Effective Date Requested (Renewal): 04/01/2008		Effective Date (Renewal): 04/01/2008

State Filing Description:

## General Information

Project Name: Equipment Breakdown  
Project Number: AP-0801-EBDW  
Reference Organization:  
Reference Title:  
Filing Status Changed: 01/30/2008  
State Status Changed: 01/30/2008  
Corresponding Filing Tracking Number:  
Filing Description:  
EQUIPMENT BREAKDOWN COVERAGE  
BM 72 57 (Ed. 05 07)

Status of Filing in Domicile:  
Domicile Status Comments:  
Reference Number:  
Advisory Org. Circular:  
Deemer Date:

This Company is revising their Equipment Breakdown (Boiler and Machinery) endorsement. Equipment Breakdown

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Coverage is an endorsement and will be used with Great American's AgriPak Farm and Ranch Policy.

## Coverage

Coverage is provided for "dwelling accidents" and "farm business accidents" to "covered dwelling equipment" and "covered farm equipment."

### Part A – Additional Coverages to Coverages A, B and D

"Dwelling accident" is defined in order to provide coverage that would otherwise not be provided in the property forms.

The definition of "dwelling accident" is sudden and accidental:

- mechanical or electrical breakdown
- tearing apart, cracking, burning or bulging of a steam or hot water system, or an air conditioning system

"Covered dwelling equipment" means property covered under of the farm property policy that:

- generates, transmits or utilizes energy; or
- operates under vacuum or pressure

Covered dwelling equipment does not include, among other items:

- kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer; or
- electronic entertainment or computer equipment, including but not limited to, television or stereo equipment, or any electronic component used with such electronic entertainment or computer equipment.

Additional coverage is also provided for Loss of Use. The limit for this coverage is \$1,000.

### Part B – Additional Coverages to Coverages E, F and G

"Farm business accident" is defined in terms of the exclusions and limitations in the property forms in order to eliminate any potential gaps in coverage and to provide as seamless an approach as possible between the Farm Property and the Equipment Breakdown coverages. The definition of "farm business accident" is a fortuitous event that causes direct physical damage to "covered farm equipment". The event must be one of the following:

- mechanical breakdown, including rupture or bursting caused by centrifugal force;
- artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
- explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under

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your control;

- loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

“Covered farm equipment” means property covered under Coverages E, F and G of the farm property policy that:

Covered farm equipment does not include, among other items:

- irrigation systems with some exceptions for mechanical components; or
- vehicles or any equipment mounted on vehicles with some exceptions for certain transportable equipment.

Other coverages provided include:

- Expediting Expenses
- Hazardous Substances
- Spoilage
- Computers In The Dwelling
- Data Restoration
- Service Interruption
- Loss of Farm Income and Extra Expense

In addition, any coverage provided under the Farm Property Coverage Part for Loss of Farm Income extends to the Equipment Breakdown endorsement.

The limit for each of the above coverages, is \$25,000 unless otherwise shown in a Schedule, with the exception of Service Interruption, Loss of Farm Income and Extra Expense. The limit for Loss of Farm Income and Extra Expense is the applicable limit shown in the Farm Property Coverage Declarations unless a different amount is shown in a Schedule. The limit for Service Interruption is the Loss of Farm Income or Spoilage limit.

Deductible – Parts A & B

Separate deductibles apply to Parts A and B. For Part A, the property deductible applies up to a maximum of \$1,000. For Part B the endorsement is designed so that either the property deductible or a separate deductible can apply. If a

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separate deductible applies it is shown in a Schedule and may be combined for all Equipment Breakdown coverage, or separate for Property Damage (Direct Coverages) and Disruption of Farm Operations (Indirect Coverages) respectively.

## Company and Contact

### Filing Contact Information

Christie Mayes, Sr. Product Analyst cmayes@gaic.com  
 49 E Fourth St. Dts-4 (513) 412-3963 [Phone]  
 Cincinnati, OH 45202

### Filing Company Information

Great American Alliance Insurance Company	CoCode: 26832	State of Domicile: Ohio
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 95-1542353	

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Great American Assurance Company	CoCode: 26344	State of Domicile: Ohio
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 15-6020948	

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Great American Insurance Company	CoCode: 16691	State of Domicile: Ohio
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 31-0501234	

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Great American Insurance Company of New York	CoCode: 22136	State of Domicile: New York
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 13-5539046	

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## Filing Fees

Fee Required? Yes

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Product Name: BM-AR-0801-EBDW  
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Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/30/2008	01/30/2008

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## Disposition

Disposition Date: 01/30/2008  
Effective Date (New): 04/01/2008  
Effective Date (Renewal): 04/01/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Equipment Breakdown Coverage	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equipment Breakdown Coverage	BM 7257	05/07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BM 7257 07/05 Previous Filing #: BM-0508-AGEB		BM7257_05-07.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

FARM PROPERTY – OTHER FARM PROVISIONS FORM – EXCLUSIONS, ADDITIONAL COVERAGES, LIMITS OF INSURANCE, DEDUCTIBLES, FARM PROPERTY CONDITIONS AND DEFINITIONS

The following is added to section D. **Additional Coverages.**

#### **PART A. - Additional Coverage to Coverages A, B and D**

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as defined and limited in **Part A.** of this endorsement. This Additional Coverage applies only to property covered under Coverages A or B, if shown as covered in the Declarations.

1. We will pay for direct physical damage to "covered dwelling equipment" that is the direct result of a "dwelling accident." As used in this Additional Coverage, "dwelling accident" means sudden and accidental:

- a. mechanical or electrical breakdown; or
- b. tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system;

that results in direct physical damage to "covered dwelling equipment."

#### **2. Loss of Use**

Coverage for Additional Living Expense and Fair Rental Value, as described under Coverage D, is extended to the coverage provided by **Part A.** of this endorsement. We will pay up to \$200 per day for no more than 5 consecutive days, up to a maximum of \$1,000 per "dwelling accident," under this coverage.

#### **3. Exclusions - Part A.**

All exclusions in the **Farm Property - Other Farm Provisions Form - Exclusions, Additional Coverages, Limits of Insurance, Deductibles, Farm Property Conditions and Definitions** apply except as modified below and to the extent that coverage is specifically provided by **Part A.** of this Equipment Breakdown Coverage.

- a. We will not pay for loss, damage or expense caused by or resulting from electrical power surge or brown out.
- b. We will not cover any property that is not "covered dwelling equipment."

#### **4. Deductible - Part A.**

The Deductible in the Declarations that applies to the "dwelling" applies to this Equipment Breakdown Coverage unless the Deductible exceeds \$1,000. If the Deductible does exceed \$1,000, then a \$1,000 deductible will apply to any "one dwelling accident" covered by **Part A.** of this Equipment Breakdown Coverage.

#### **PART B. - Additional Coverage to Coverages E, F and G**

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as defined and limited in **Part B.** of this endorsement. This Additional Coverage applies only to property covered under Coverages E, F, or G; and "computer equipment" covered under Coverage C, only as provided below under **2.d. Computers in the "Dwelling."**

1. We will pay for direct physical damage to Covered Property as indicated in the Declarations for Coverages E, F or G that is the direct result of a "farm business accident." As used in this Additional Coverage, "farm business accident" means a fortuitous event that causes direct physical damage to "covered farm equipment." The event must be one of the following:

- a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
- b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. Unless otherwise shown in the Equipment Breakdown Schedule, the following coverages also apply to the direct result of a "farm business accident." These coverages do not provide additional amounts of insurance.

**a. Expediting Expenses**

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- (1) make temporary repairs; and
- (2) expedite permanent repairs or permanent replacement.

The most we will pay for loss, damage or expense under this coverage is \$25,000 unless otherwise shown in the Equipment Breakdown Schedule.

**b. Hazardous Substances**

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in **2.c.(1)(b)** below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Farm Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000 unless otherwise shown in the Equipment Breakdown Schedule.

**c. Spoilage**

(1) We will pay:

- (a) for physical damage to "perishable goods" due to spoilage;
- (b) for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
- (c) any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "farm business accident," less discounts and expenses you otherwise would have had. Other-

wise our payment will be determined in accordance with the applicable **Valuation Condition**.

- (3) For purposes of this Spoilage Coverage only, "covered farm equipment" includes a freezer or refrigerated unit covered under Coverage A or Coverage C. This means that spoilage of "farm personal property" in such freezer or refrigerated unit is covered under this endorsement; however, damage to the freezer or refrigerated unit is not covered.

The most we will pay for loss, damage or expense under this coverage is \$25,000 unless otherwise shown in the Equipment Breakdown Schedule.

#### **d. Computers in the "Dwelling"**

We will pay for loss, damage or expense caused by or resulting from a "farm business accident" to "computer equipment" that is covered under Coverage C and used for farming purposes.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Farm Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000 unless otherwise shown in the Equipment Breakdown Schedule.

#### **e. Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore lost "data."

The most we will pay for loss or damage under this coverage, including actual loss of Farm Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000 unless otherwise shown in the Equipment Breakdown Schedule.

#### **f. Service Interruption**

- (1) Any insurance provided for Loss of Farm Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by a "farm business accident" to equipment that is

owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of "covered farm equipment" except that it is not Covered Property.

- (2) Unless otherwise shown in the Equipment Breakdown Schedule, Service Interruption Coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "farm business accident."

- (3) The most we will pay for loss, damage or expense under this coverage is the limit that applies to Loss of Farm Income, Extra Expense or Spoilage, except that if a limit is shown in the Equipment Breakdown Schedule for Service Interruption, that limit will apply to Loss of Farm Income and Extra Expense loss under this coverage.

#### **g. Loss of Farm Income and Extra Expense**

Any insurance provided under this Policy for Loss of Farm Income or Extra Expense is extended to the coverage provided by this endorsement. The most we will pay for loss of Farm Income you sustain or necessary Extra Expense you incur is the limit shown in the Declarations for that coverage, unless otherwise shown in the Equipment Breakdown Schedule.

### **3. Exclusions - Part B.**

All exclusions in the **Farm Property - Other Farm Provisions Form - Exclusions, Additional Coverages, Limits of Insurance, Deductibles, Farm Property Conditions and Definitions** apply except as modified below and to the extent that coverage is specifically provided by **Part B.** of this Equipment Breakdown Coverage.

- a. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:

(1) any defect, programming error, programming limitation, computer virus, malicious code, loss of "data," loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind. But if a "farm business accident" results, we will pay for the resulting loss, damage or expense; or

(2) any of the following tests:

a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment.

b. With respect to Service Interruption Coverage, we will also not pay for a "farm business accident" caused by or resulting from fire; lightning; windstorm or hail; explosion (except as specifically provided in **Part B.1.c.** above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

c. With respect to Loss of Farm Income, Extra Expense and Service Interruption Coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.

d. We will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from a "farm business accident": any mold, fungus, mildew or yeast, including any spores or toxins produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such mold, fungus, mildew or yeast, spores or toxins. However this exclusion does not apply to spoilage or personal property that is "perishable goods," to the extent that spoilage is covered under Spoilage Coverage.

e. We will not pay under this endorsement for any loss or damage to:

(1) animals;

(2) alcohol stills; or

(3) growing crops.

#### 4. Conditions - Part B.

The following conditions apply in addition to the Common Policy Conditions and the Farm Property Conditions.

##### a. Suspension

Whenever "covered farm equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a "farm business accident" to that "covered farm equipment." This can be done by mailing or delivering a written notice of suspension to:

(1) your last known address; or

(2) the address where the "covered farm equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered farm equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered farm equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

##### b. Jurisdictional Inspections

If any property that is "covered farm equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

##### c. Coinsurance

If a coinsurance percentage is shown in the Equipment Breakdown Schedule for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time

of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

## 5. Deductible - Part B.

The applicable Deductible shown in the Declarations that applies for Coverages E, F or G applies to this Equipment Breakdown Coverage unless the Deductible exceeds \$1,000. If the Deductible does exceed \$1,000, then a \$1,000 deductible will apply to any "one farm business accident" covered by **Part B.** of this Equipment Breakdown Coverage, unless a separate Equipment Breakdown deductible is shown in the Equipment Breakdown Schedule. If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, section **F. DEDUCTIBLES** is deleted and replaced with the following:

### a. Deductibles for Each Coverage

- (1) Unless the Equipment Breakdown Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one farm business accident."
- (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Equipment Breakdown Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of "covered farm equipment" and more than one type of "covered farm equipment" is involved in any "one farm business accident," only the highest deductible for each coverage will apply.

## b. Direct and Indirect Coverages

- (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Equipment Breakdown Schedule.
- (2) Unless more specifically indicated in the Equipment Breakdown Schedule:
  - (a) Indirect Coverages Deductibles apply to loss of Farm Income and Extra Expense loss; and
  - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by **Part B.** of this endorsement.

## c. Application of Deductibles

### (1) Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one farm business accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Equipment Breakdown Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

### (2) Time Deductible

If a time deductible is shown in the Equipment Breakdown Schedule, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "farm business accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

### (3) Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the loss of Farm Income (as described in any Loss of Farm Income endorsement that is part of this Policy) that would have been earned during the

period of interruption of business had no "farm business accident" occurred, divided by the number of working days in that period. No reduction shall be made for the loss of Farm Income not being earned, or in the number of working days, because of the "farm business accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the loss of Farm Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration."

The number indicated in the Equipment Breakdown Schedule will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

#### **(4) Percentage of Loss Deductibles**

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

#### **Part C.**

The following terms and conditions apply to **Parts A. and B.** above.

#### **1. Exclusions - Parts A. and B.**

All exclusions in the **Farm Property - Other Farm Provisions Form - Exclusions, Additional Coverages, Limits of Insurance, Deductibles, Farm Property Conditions and Definitions** apply except as modified below and to the extent that coverage is specifically provided by this Equipment Breakdown Coverage.

The exclusions are modified as follows:

- a. If Covered Causes of Loss - Basic or Broad applies, the following is added:

Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if a "dwelling accident" or a "farm business accident" results, we will pay for the resulting loss, damage or expense.

- b. If the Covered Causes of Loss - Special applies, as respects this endorsement only, the last paragraph of exclusion **B.3.a.(23)** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in paragraphs **(23)(a)** through **(23)(i)** results in a "dwelling accident" or a "farm business accident," we will pay for the loss, damage or expense caused by that "dwelling accident" or "farm business accident."

#### **2. Conditions**

- a. **Environmental, Safety and Efficiency Improvements**

If "covered dwelling equipment" requires replacement due to a "dwelling accident" or if "covered farm equipment" requires replacement due to a "farm business accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which actual cash value applies.

- b. **Loss Settlement**

Losses under this endorsement will be settled as follows:

- (1) Our payment for damaged Covered Property will be the smallest of:

- (a) the Limit of Insurance that applies to this endorsement;
  - (b) the cost to repair the damaged property;
  - (c) the cost to replace the damaged property on the same premises; or
  - (d) the necessary amount actually spent to repair or replace the damaged property.
- (2) Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- (3) If you do not repair or replace the damaged property within 24 months after the date of the "dwelling accident" or "farm business accident," then we pay only the smaller of the:
- (a) cost it would have taken to repair at the time of the "dwelling accident" or "farm business accident"; or
  - (b) actual cash value at the time of the "dwelling accident" or "farm business accident."
- (4) The most we will pay for loss, damage or expense under this endorsement arising from any "one dwelling accident" or any "one farm business accident" is the applicable Limit of Insurance in the Declarations, unless otherwise shown in the Equipment Breakdown Schedule.
- (5) Coverage provided under this endorsement does not provide an additional amount of insurance.

### 3. Definitions

**a. "Boilers and vessels" means:**

- (1) any boiler, including attached steam, condensate and feedwater piping; and
- (2) any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in the Equipment Breakdown Schedule.

**b. "Computer equipment" means property that is electronic computer or other data processing equipment, including "media" and peripherals used in conjunction with such equipment.**

**c. "Covered dwelling equipment"**

- (1) "Covered dwelling equipment" means property covered under Coverages A or B, and:

- (a) that generates, transmits or utilizes energy; or
- (b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

- (2) None of the following is "covered dwelling equipment":

- (a) supporting structure, cabinet or compartment;
- (b) insulating material associated with "covered dwelling equipment";
- (c) sewer piping, buried vessels or piping, or piping forming a part of a fire protective sprinkler system;
- (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

- (e) kitchen or laundry appliances, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer; or
- (f) electronic entertainment or computer equipment, including but not limited to, television or stereo equipment, or any electronic component used with such electronic entertainment or computer equipment.

**d. "Covered farm equipment"**

(1) "Covered farm equipment" means, unless otherwise specified in the Equipment Breakdown Schedule, property covered under Coverages E, F, or G and "computer equipment" covered under Computers in the "Dwelling" above:

- (a) that generates, transmits or utilizes energy; or
- (b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

(2) None of the following is "covered farm equipment":

- (a) structure, foundation, cabinet, compartment or air supported structure or building;
- (b) insulating or refractory material;
- (c) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
- (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (e) irrigation systems except as follows:

(i) as respects pivot irrigation systems, "covered farm equipment" does include the central pivot, the wheels, and the drive mechanisms for the swing arm and corner attachments, including but not limited to motors and gears; and

(ii) as respects all irrigation systems, "covered farm equipment" does include sensors, controls, and pumps and drive motors and drive engines used with such pumps.

(f) "vehicle" or any equipment mounted on a "vehicle".

However, equipment that is:

- (i) mounted on wheels or a trailer in order to make it transportable;
- (ii) not used to drive or steer such wheels or trailer; and
- (iii) stationary and in use at the "insured location" at the time of the "farm business accident";

will not be considered to be a "vehicle";

- (g) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- (h) dragline, excavation or construction equipment;
- (i) equipment manufactured by you for sale; or
- (j) building equipment, fixtures and outdoor equipment pertaining to the service of a "dwelling" at an "insured location," unless the equipment

also services other buildings or structures covered under Coverage G.

- e. **"Data"** means information or instructions stored in digital code capable of being processed by machinery.
- f. **"Hazardous substance"** means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- g. **"Media"** means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
- h. **"One dwelling accident"** means: If an initial "dwelling accident" causes other "dwelling accidents," all will be considered "one dwelling accident." All "dwelling accidents" that are the result of the same event will be considered "one dwelling accident."
- i. **"One farm business accident"** means: If an initial "farm business accident" causes other "farm business accidents," all will be considered "one farm business accident." All "farm business accidents" that are the result of the same event will be considered "one farm business accident."

j. **"Perishable goods"** means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

k. **"Production machinery"** means any machine or apparatus that processes or produces a product intended for eventual sale. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.

This term does not appear elsewhere in this endorsement, but may appear in the Equipment Breakdown Schedule.

l. **"Vehicle"** means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."



SERFF Tracking Number: GRTA-125429006 State: Arkansas  
First Filing Company: Great American Alliance Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: BM-AR-0801-EBDW  
TOI: 27.0 Boiler & Machinery Sub-TOI: 27.0000 Boiler & Machinery  
Product Name: BM-AR-0801-EBDW  
Project Name/Number: Equipment Breakdown/AP-0801-EBDW

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 01/30/2008

**Comments:**

**Attachments:**

03-01-07 ffs1 ar.pdf  
EBDW = ar.pdf  
GAIC Form Filing memo farm.pdf  
pctdi ebdw ar.pdf

### FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	BM-AR-0801-EBDW			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Equipment Breakdown Coverage	BM 7257 05/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BM 7257 07/05	BM-AR-0508-AGEB
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

**This page is informational only and do not need to be submitted with your filings!**

**Notes for Form Filing Transmittal  
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

**FORM FILING SCHEDULE**

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

Specialty Operations  
49 East Fourth Street  
Dixie Terminal South Building  
4<sup>th</sup> Floor  
Cincinnati, OH 45202-3803  
PO Box 5425  
Cincinnati, OH 45201-5425  
513.287.8100 ph  
513.333.6996 fax



January 18, 2008

Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

RE:      Great American Insurance Company                      084-16691                      31-0501234  
            Great American Alliance Insurance Company              084-26832                      95-1542353  
            Great American Assurance Company                      084-26344                      15-6020948  
            Great American Insurance Company of New York              084-22136                      13-5539046  
            AgriPak Farm and Ranch Program – Boiler and Machinery  
            Form  
            Company File # BM-AR-0801-EBDW

To Whom It May Concern:

The Great American Insurance Group, consisting of the aforementioned companies, hereby submits for your approval the enclosed revised form filing for our AgriPak Farm and Ranch Program. Please see the explanatory memorandum for additional details.

Please find enclosed, for review, the following:

1. An Explanatory Memorandum.
2. Copies of the Form Pages.
3. Any Appropriate State Transmittals.

We propose that this filing be applicable to all policies written on or after April 1, 2008. Please return the duplicate of this letter to acknowledge approval and confirm your action. A self-addressed, stamped envelope is enclosed for your convenience.

Sincerely,  
*Christie M. Mayes*

Christie M. Mayes, AFIS  
Sr. Product Analyst  
Phone: (513) 412-3963  
Fax: (513) 333-6996  
Email: [cmayes@gaic.com](mailto:cmayes@gaic.com)

## FORM EXPLANATORY MEMORANDUM

### EQUIPMENT BREAKDOWN COVERAGE

BM 72 57 (Ed. 05 07)

This Company is revising their Equipment Breakdown (Boiler and Machinery) endorsement. Equipment Breakdown Coverage is an endorsement and will be used with Great American's AgriPak Farm and Ranch Policy.

#### Coverage

Coverage is provided for "dwelling accidents" and "farm business accidents" to "covered dwelling equipment" and "covered farm equipment."

#### Part A – Additional Coverages to Coverages A, B and D

"Dwelling accident" is defined in order to provide coverage that would otherwise not be provided in the property forms. The definition of "dwelling accident" is sudden and accidental:

- mechanical or electrical breakdown
- tearing apart, cracking, burning or bulging of a steam or hot water system, or an air conditioning system

"Covered dwelling equipment" means property covered under of the farm property policy that:

- generates, transmits or utilizes energy; or
- operates under vacuum or pressure

Covered dwelling equipment does not include, among other items:

- kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer; or
- electronic entertainment or computer equipment, including but not limited to, television or stereo equipment, or any electronic component used with such electronic entertainment or computer equipment.

Additional coverage is also provided for Loss of Use. The limit for this coverage is \$1,000.

#### Part B – Additional Coverages to Coverages E, F and G

"Farm business accident" is defined in terms of the exclusions and limitations in the property forms in order to eliminate any potential gaps in coverage and to provide as seamless an approach as possible between the Farm Property and the Equipment Breakdown coverages. The definition of "farm business accident" is a fortuitous event that causes direct physical damage to "covered farm equipment". The event must be one of the following:

- mechanical breakdown, including rupture or bursting caused by centrifugal force;
- artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
- explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;

- loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

“Covered farm equipment” means property covered under Coverages E, F and G of the farm property policy that:

Covered farm equipment does not include, among other items:

- irrigation systems with some exceptions for mechanical components; or
- vehicles or any equipment mounted on vehicles with some exceptions for certain transportable equipment.

Other coverages provided include:

- Expediting Expenses
- Hazardous Substances
- Spoilage
- Computers In The Dwelling
- Data Restoration
- Service Interruption
- Loss of Farm Income and Extra Expense

In addition, any coverage provided under the Farm Property Coverage Part for Loss of Farm Income extends to the Equipment Breakdown endorsement.

The limit for each of the above coverages, is \$25,000 unless otherwise shown in a Schedule, with the exception of Service Interruption, Loss of Farm Income and Extra Expense. The limit for Loss of Farm Income and Extra Expense is the applicable limit shown in the Farm Property Coverage Declarations unless a different amount is shown in a Schedule. The limit for Service Interruption is the Loss of Farm Income or Spoilage limit.

#### Deductible – Parts A & B

Separate deductibles apply to Parts A and B. For Part A, the property deductible applies up to a maximum of \$1,000. For Part B the endorsement is designed so that either the property deductible or a separate deductible can apply. If a separate deductible applies it is shown in a Schedule and may be combined for all Equipment Breakdown coverage, or separate for Property Damage (Direct Coverages) and Disruption of Farm Operations (Indirect Coverages) respectively.

#### Exclusions and Conditions – Parts A & B

Typical Boiler and Machinery exclusions are included. Since this is an endorsement, the Loss Conditions and Additional Conditions in the Farm Property Coverage Part will apply. In addition, a condition for Environmental, Safety & Efficiency Improvements is included. It covers the additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced, not to exceed 125% of what the cost would have been to replace with equipment of like kind and quality.

## Property & Casualty Transmittal Document

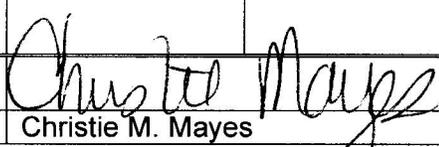
<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <span>New Business</span> <span></span> </div> <div style="display: flex; justify-content: space-between;"> <span>Renewal Business</span> <span></span> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

<b>3. Group Name</b>	<b>Group NAIC #</b>
Great American Insurance Group	084

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Great American Insurance Company	Ohio	16691	31-0501234	
Great American Assurance Company	Ohio	26344	15-6020948	
Great American Alliance Insurance Comp	Ohio	26832	95-1542353	
Great American Insurance Company of NY	New York	22136	13-5539046	

<b>5. Company Tracking Number</b>	<b>BM-AR-0801-EBDW</b>
-----------------------------------	------------------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Christie M. Mayes, AFIS	Sr. Product Analyst	513-412-3963	513-333-6996	cmayes@gaic.com
	49 East 4 <sup>th</sup> Street, Cincinnati, OH 45202				
<b>7.</b>	Signature of authorized filer 				
<b>8.</b>	Please print name of authorized filer		Christie M. Mayes		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9.</b>	Type of Insurance (TOI)	27.0 Boiler and Machinery
<b>10.</b>	Sub-Type of Insurance (Sub-TOI)	27.0 Boiler and Machinery
<b>11.</b>	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
<b>12.</b>	Company Program Title (Marketing title)	AgriPak Farm and Ranch
<b>13.</b>	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14.</b>	Effective Date(s) Requested	New: 04/01/08      Renewal: 04/01/08

### Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	01/18/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	BM-AR-0801-EBDW
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	
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This Company is revising their Equipment Breakdown (Boiler and Machinery) endorsement. Equipment Breakdown Coverage is an endorsement and will be used with Great American's AgriPak Farm and Ranch Policy.

Coverage. Coverage is provided for "dwelling accidents" and "farm business accidents" to "covered dwelling equipment" and "covered farm equipment." Part A – Additional Coverages to Coverages A, B and D

"Dwelling accident" is defined in order to provide coverage that would otherwise not be provided in the property forms. The definition of "dwelling accident" is sudden and accidental:

- mechanical or electrical breakdown
- tearing apart, cracking, burning or bulging of a steam or hot water system, or an air conditioning system

"Covered dwelling equipment" means property covered under of the farm property policy that:

- generates, transmits or utilizes energy; or
- operates under vacuum or pressure

Covered dwelling equipment does not include, among other items:

- kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer; or
- electronic entertainment or computer equipment, including but not limited to, television or stereo equipment, or any electronic component used with such electronic entertainment or computer equipment.

Additional coverage is also provided for Loss of Use. The limit for this coverage is \$1,000.

Part B – Additional Coverages to Coverages E, F and G - "Farm business accident" is defined in terms of the exclusions and limitations in the property forms in order to eliminate any potential gaps in coverage and to provide as seamless an approach as possible between the Farm Property and the Equipment Breakdown coverages. The definition of "farm business accident" is a fortuitous event that causes direct physical damage to "covered farm equipment". The event must be one of the following:

- mechanical breakdown, including rupture or bursting caused by centrifugal force;
- artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
- explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

"Covered farm equipment" means property covered under Coverages E, F and G of the farm property policy that:

Covered farm equipment does not include, among other items:

- irrigation systems with some exceptions for mechanical components; or
- vehicles or any equipment mounted on vehicles with some exceptions for certain transportable equipment.

Other coverages provided include:

- Expediting Expenses
- Hazardous Substances
- Spoilage
- Computers In The Dwelling
- Data Restoration
- Service Interruption
- Loss of Farm Income and Extra Expense

In addition, any coverage provided under the Farm Property Coverage Part for Loss of Farm Income extends to the Equipment Breakdown endorsement. The limit for each of the above coverages, is \$25,000 unless otherwise shown in a Schedule, with the exception of Service Interruption, Loss of Farm Income and Extra Expense. The limit for Loss of Farm Income and Extra Expense is the applicable limit shown in the Farm Property Coverage Declarations unless a different amount is shown in a Schedule. The limit for Service Interruption is the Loss of Farm Income or Spoilage limit. Deductible – Parts A & B - Separate deductibles apply to Parts A and B. For Part A, the property deductible applies up to a maximum of \$1,000. For Part B the endorsement is designed so that either the property deductible or a separate deductible can apply. If a separate deductible applies it is shown in a Schedule and may be combined for all Equipment Breakdown coverage, or separate for Property Damage (Direct Coverages) and Disruption of Farm Operations (Indirect Coverages) respectively. Exclusions and Conditions – Parts A & B - Typical Boiler and Machinery exclusions are included. Since this is an endorsement, the Loss Conditions and Additional Conditions in the Farm Property Coverage Part will apply. In addition, a condition for Environmental, Safety & Efficiency Improvements is included. It covers the additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced, not to exceed 125% of what the cost would have been to replace with equipment of like kind and quality.

**22. Filing Fees (Filer must provide check # and fee amount if applicable)**  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

**Check #:**  
**Amount:**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**