

SERFF Tracking Number: ARKS-125781448 State: Arkansas
 Filing Company: 00006 - INSURANCE SERVICES OFFICE, INC. State Tracking Number: #105012 \$400
 Company Tracking Number: FR-2008-OFMWE
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
 Liability
 Product Name: n/a
 Project Name/Number: /

Filing at a Glance

Company: 00006 - INSURANCE SERVICES OFFICE, INC.

Product Name: n/a	SERFF Tr Num: ARKS-125781448	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: #105012 \$400
Sub-TOI: 05.0006 Commercial Farm and Ranch	Co Tr Num: FR-2008-OFMWE	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author:	Disposition Date: 08/22/2008
	Date Submitted: 08/19/2008	Disposition Status: Filed
Effective Date Requested (New): 02/01/2009		Effective Date (New): 02/01/2009
Effective Date Requested (Renewal): 02/01/2009		Effective Date (Renewal): 02/01/2009

State Filing Description:

Forms: 4

Revision of Water Exclusion in Multistate Farm Property and Farm Inland Marine Coverage Forms

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 08/22/2008	
State Status Changed: 08/22/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

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Company and Contact

Filing Contact Information

NA NA, NA@NA.com
NA (123) 555-4567 [Phone]
NA, AR 00000

Filing Company Information

00006 - INSURANCE SERVICES OFFICE, INC. CoCode: 6 State of Domicile: Arkansas
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Llyweyia Rawlins	08/22/2008	08/22/2008

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Disposition

Disposition Date: 08/22/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal): 02/01/2009

Status: Filed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Filed	Yes
Supporting Document	ARKS-125781448 3 parts	Filed	Yes

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Supporting Document Schedules

Satisfied -Name: ARKS-125781448 3 parts **Review Status:** Filed 08/22/2008
Comments:
Attachments:
ARKS-125781448-1.pdf
ARKS-125781448-2.pdf
ARKS-125781448-3.pdf

ARKS-125781448

LR



2828 E. TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006
TEL: (214) 390-1825 FAX: (214) 390-1975

105012
400.00

Kenneth J. Hill, CPCU
Regional Director, Government Relations

August 13, 2008

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

~~Approved until withdrawn
or revoked~~

AUG 22 2008

Attention: William R. Lacy, Director
Property and Casualty Division

Arkansas Insurance Department
By: *LR - acknowledge Filed*

RE: Insurance Services Office, Inc.
FR 2008-OFMWE
Revision of Water Exclusion in Multistate Farm Property
and Farm Inland Marine Coverage Forms and Endorsement
State of Arkansas

Dear Mr. Lacy:

On behalf of those participating insurers that have authorized Insurance Services Office, Inc. to do so, we hereby file the captioned filing.

It is proposed that this revision will become effective in accordance with the following rule of application:

These changes are applicable to all policies written on or after February 1, 2009.

Please return an acknowledged copy of this cover letter for our records. An addressed, stamped envelope is enclosed for your convenience. We have also included an additional copy of this letter and envelope; we request that you return it now with a "received" stamp to confirm that you have received the filing.

Very truly yours,

Donald J. Beckel, CPCU, ARM
Assistant Regional Manager
Government Relations

RECEIVED

AUG 19 2008

DJB:dlb
Encl.

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p> <p>Approved until withdrawn or revoked</p> <p style="text-align: center;">AUG 22 2008</p> <p>Arkansas Insurance Department By: <i>J. Acknowledge</i> <i>Filed</i></p>	<p>2. Insurance Department Use Only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing: RECEIVED</p> <p>e. Effective date of filing:</p> <table style="width:100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none;">AUG 19 2008</td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> <p>f. State Filing #: PROPERTY AND CASUALTY DIVISION</p> <p>g. SERFF Filing #: ARKANSAS INSURANCE DEPARTMENT</p> <p>h. Subject Codes</p>	New Business	AUG 19 2008	Renewal Business	
New Business	AUG 19 2008				
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Insurance Services Office, Inc.	DE		13-3131412	

5. Company Tracking Number	FR-2008-OFMWE
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Donald J. Beckel Insurance Services Office, Inc. 2828 E. Trinity Mills Rd., Ste. 150 Carrollton, TX 75006	Asst. Regional Manager	(214) 390-1825 Ext. 224	(214) 390-1975	DBECKEL@iso.com
7. Signature of authorized filer		<i>Donald Beckel</i>		
8. Please print name of authorized filer		Donald J. Beckel		

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

9. Type of Insurance (TOI)	05.0 Commercial Multiple Peril
10. Sub-Type of Insurance (Sub-TOI)	05.0006
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Farm Program
13. 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)
14. Effective Date(s) Requested	New: 02/01/2009 Renewal: 02/01/2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	Not Applicable
17. Reference Organization # & Title	Not Applicable
18. Company's Date of Filing	8/13/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document---

20.	This filing transmittal is part of Company Tracking #	FR-2008-OFMWE
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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 filing replaces the Water Exclusion in a Farm endorsement and in several Farm coverage forms relating to Farm Property and Farm Inland Marine insurance. Related revisions are also made to the Flood Cause of Loss pertaining to livestock in the Farm Property and Farm Inland Marine forms.

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]
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Check #: 105012
Amount: \$400.00

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.)**

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.)

1.	This filing transmittal is part of Company Tracking #		FR-2008-OFMWE		
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Mobile Agricultural Machinery And Equipment Coverage Form	FP 00 30 02 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FP 00 30 09 03	
02	Livestock Coverage Form	FP 00 40 02 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FP 00 40 09 03	
03	Causes Of Loss Form - Farm Property	FP 10 60 02 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FP 10 60 09 03	
04	Sump Overflow And Water Backup From Sewers Or Drains (Coverages A, B, C And D Only)	FP 04 02 02 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FP 04 02 01 98	
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		

Revision Of Water Exclusion In Multistate Farm Property And Farm Inland Marine Coverage Forms And Endorsement

About This Filing

This filing replaces the Water Exclusion in several ISO Farm coverage forms relating to Farm property and Farm Inland Marine insurance and a Farm endorsement.

Revised Forms

We are revising the following forms:

- ◆ FP 00 30 09 03 – Mobile Agricultural Machinery And Equipment Coverage Form
- ◆ FP 00 40 09 03 – Livestock Coverage Form
- ◆ FP 10 60 09 03 – Causes Of Loss Form – Farm Property
- ◆ FP 04 02 01 98 – Sump Overflow And Water Backup From Sewers Or Drains (Coverages A, B, C And D Only)

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 02 09 editions. Concurrent with implementation, the 02 09 editions will supersede the prior editions.

Background

In *In re Katrina Canal Breaches Litigation*, 466 F. Supp. 2d 729 (E.D.La. 2006), the United States District Court for the Eastern District of Louisiana examined the applicability of water damage exclusions, which contained the undefined term "flood", in several different homeowners insurance policies. With respect to the applicability of the exclusion(s) to the damage(s) at issue in this case, the court stated, in part:

It is the considered opinion of this Court that because the policies are all-risk, and because "flood" has numerous definitions, it reasonably

could be limited to natural occurrences. Simply put, the language of the ISO Water Damage Exclusion chosen by the insurer is unclear. Indeed, the broad definition defendants seek to employ—that is that the term "flood" means the inundation of usually dry land by water - makes the remaining part of the exclusion superfluous. The ensuing words "waves, tidal water, overflow of a body of water or spray from any of these, whether or not driven by wind" all are instances relating to natural events which can cause inundation of usually dry land. Thus, to use the broadest definition of the term "flood" in interpreting the exclusion, would render the rest of the clause useless.

Subsequently, the United States Fifth Circuit Court of Appeals overturned, in part, the decision of the Eastern District Court in *In re Katrina Canal Breaches Litigation*, 495 F.3d 191 (5th Cir. 2007), *cert. denied*, 128 S. Ct. 1230 (2008), and *cert. denied*, 128 S. Ct. 1231 (2008). In its ruling, the court stated, in part:

In sum, we conclude that the flood exclusions in the plaintiffs' policies are unambiguous in the context of the facts of this case. In the midst of a hurricane, three canals running through the city of New Orleans overflowed their normal boundaries. The flood control measures, i.e., levees, that man had put in place to prevent the canal's floodwaters from reaching the city failed. The result was an enormous and devastating inundation of water into the city, damaging the plaintiffs' property. This event was a "flood" within that terms' generally prevailing meaning as used in the common parlance, and our interpretation of the exclusions ends there. The flood is unambiguously excluded from coverage under the plaintiffs' all-risk policies, and the district court's conclusion to the contrary was erroneous.

More recently, the Louisiana Supreme Court, in *Sher v. Lafayette Ins. Co.*, No. 07-C-2441 (consolidated with No. 07-C-2443), 2008 WL 928486 (La. Apr. 08, 2008), reversed a lower court's ruling that found the word "flood" ambiguous in the water exclusion of a commercial all-risk policy covering a five-unit apartment building. In its ruling, the court stated, in part:

The term "flood" is not defined in the policy. In such a case, the word should, as stated above [elsewhere in the decision], be given its plain, ordinary and generally prevailing meaning....

The plain, ordinary and generally prevailing meaning of the word "flood" is the overflow of a body of water causing a large amount of water to cover an area that is usually dry. This definition does not depend on locality, culture, or even national origin - the entire English speaking world recognizes that a flood is the overflow of a body of water causing a large amount of water to cover an area that is usually dry land. Contrary to the court of appeal's reasoning, this definition does not

change or depend on whether the event is a natural disaster or a man-made one - in either case, a large amount of water covers an area that is usually dry. The plain, ordinary and generally prevailing meaning is all-inclusive. Further, of the examples of high water contained in the exclusion and described by the court of appeal as "natural disasters", only one, tides, is exclusively natural - waves, tidal waves, and the overflow of water may be either natural or man-made, [FN2] as may be "floods"....

[FN2. Waves may be caused by high wind, boats, or even cars driven in high water. Tidal waves are caused by seismic events, such as earthquakes, underwater landslides (which may be natural or man-made), or underground nuclear testing. Water may overflow its natural boundaries because of seasonal rising of the water level, damming, levee breakage, or other natural and man-made causes.]

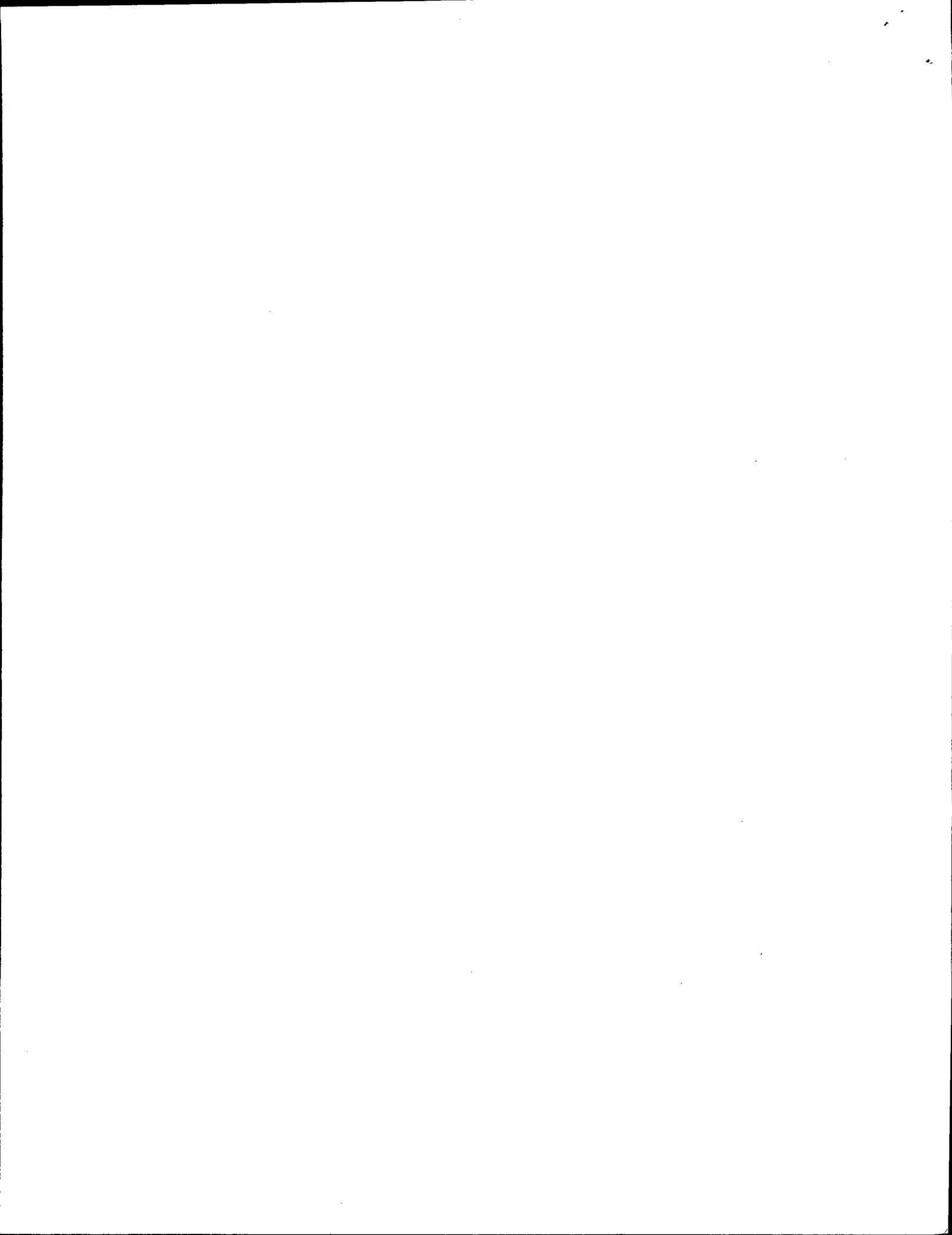
Furthermore, use of the restrictive definition would lead to absurd results. Using the court of appeal's definition, a homeowner whose house is located outside a protective levee would be excluded from recovering flood damages to his property, while a homeowner whose house is located inside the levee system would be able to recover under the same policy for the same flood water simply because it flowed through a breach in the levee.

Explanation of Changes

Water Exclusion

After considering issues raised in recent litigation surrounding the Water Exclusion and to reinforce the scope of the provision, we are revising the aforementioned Farm endorsement and coverage forms in which the current Water Exclusion is replaced.

- ◆ The Water Exclusion is revised to introduce:
 - Language reinforcing the scope of the water exclusion regardless of the cause, that is, water damage caused by an act of nature or otherwise caused. Specific mention is made of various boundary or containment systems such as dams and levees to further highlight this point;
 - Additional references including references to tsunami and storm surge, in order to reinforce the application of the exclusion with respect to such events; and
 - Reference to waterborne material, which has been positioned to apply uniformly to all aspects of the exclusion.



Additionally, we are:

- Revising the exclusionary provision relating to sump backup and overflow, to also refer to sump pumps and related equipment, and to reinforce that such provision applies regardless of the means or direction of discharge. The revised language comports with current language in ISO personal lines property policies; and
- Making minor editorial changes.
- ◆ We are also revising the flood coverage available to loss to covered livestock in the Causes Of Loss Form – Farm Property and Livestock Coverage Form to complement the changes being made to the Water Exclusion.

Sump Overflow And Water Backup From Sewers Or Drains (Coverages A, B, C And D Only) Endorsement FP 04 02

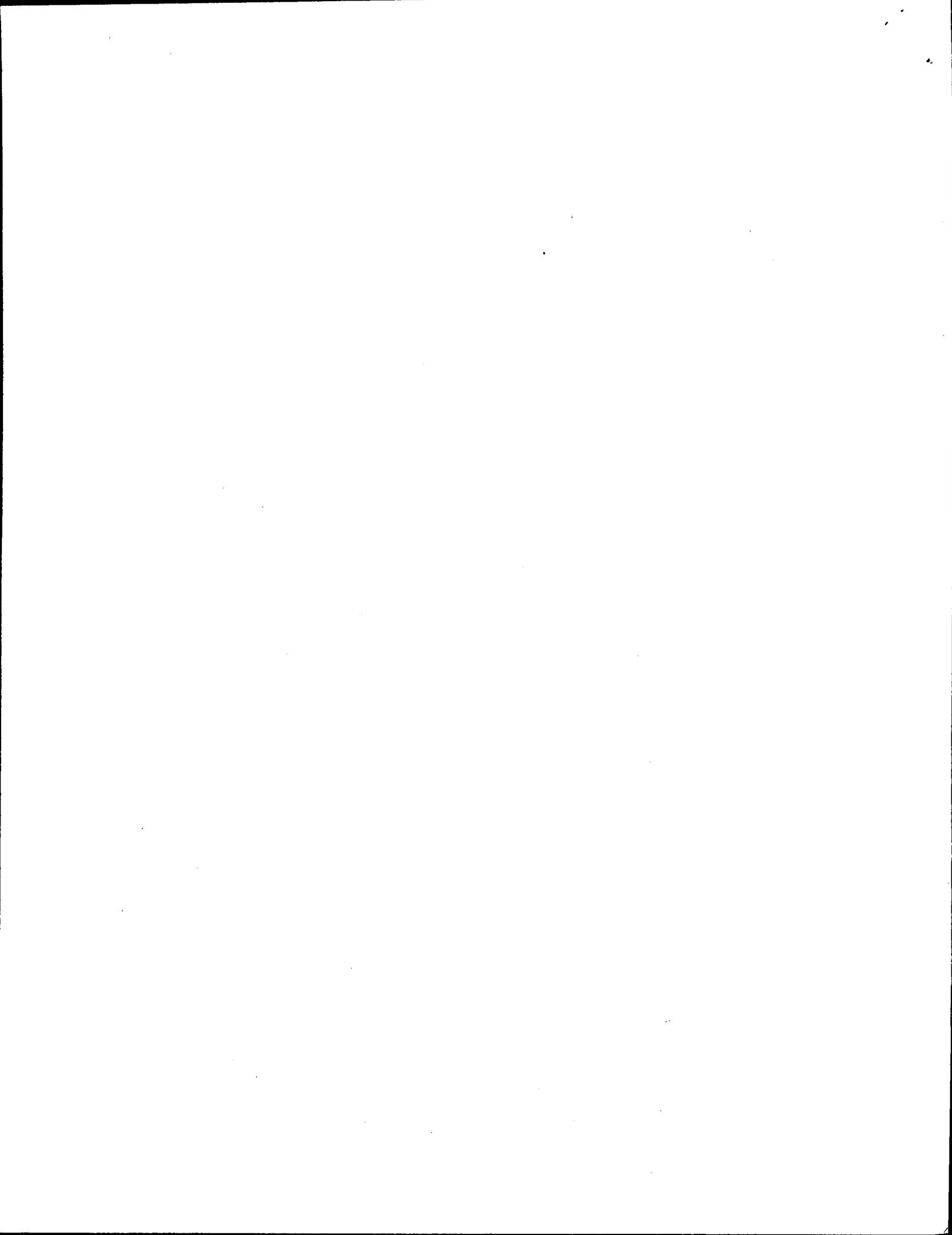
We are revising endorsement FP 04 02 to reflect the changes being made to the Water Exclusion in the Causes Of Loss Form – Farm Property.

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Important Note

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MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

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

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

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

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means the following:

- a. All "mobile agricultural machinery and equipment" if a single Limit of Insurance is shown in the Declarations; or
- b. Each item of "mobile agricultural machinery and equipment" that is specifically described in the Declarations and for which an individual Limit of Insurance is shown, including property in your care, custody or control that you have borrowed or rented, whether or not under a written contract, except while on the premises of its owner; and at your option, other "mobile agricultural machinery and equipment" not specifically described in the Declarations (such as harness, saddlery, liveries and blankets), for which a single Limit of Insurance is shown in the Declarations.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, watercraft, their equipment or parts; automobiles; dealers' demonstration equipment, machinery and vehicles; dirt bikes, house trailers, mobile homes, mopeds, motorcycles, motorized bicycles or tricycles, snowmobiles, trucks, vehicles primarily designed and licensed for road use (other than wagons and trailers designed for farming purposes and used principally on the insured location);

- b. Barn cleaners, boilers, bulk feed tanks or bins, bulk milk tanks, pasteurizers or any permanent fixtures attached to or within a building;
- c. Cotton pickers, harvester-thresher combines and four-wheel all-terrain vehicles not specifically declared and described in the Declarations with a Limit of Insurance for each item;
- d. Irrigation equipment; or
- e. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes Of Loss means Risks Of Direct Physical Loss to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverages

a. Collapse

(1) With respect to buildings:

- (a) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
- (b) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;
- (c) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building;
- (d) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(2) We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building, if the collapse is caused by one or more of the following:

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- (a) The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Form;
- (b) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (c) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (d) Weight of people or personal property;
- (e) Weight of rain that collects on a roof; or
- (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs **a.(2)(a)** through **a.(2)(e)**, we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation; contributes to the collapse.

The criteria set forth in Paragraphs **a.(1)(a)** through **a.(1)(d)** do not limit the coverage otherwise provided under this Coverage Form for the causes of loss listed in Paragraphs **a.(2)(a)**, **a.(2)(d)** and **a.(2)(e)**.

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

b. Damage To Property Removed For Safekeeping

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

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

c. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Except as provided in Paragraph **4.c.(4)** below, the most we will pay under this Additional Coverage is 25% of:
 - (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
 - (b) The deductible in this policy applicable to that loss or damage.
- (3) This Additional Coverage does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (4) Debris removal expense is included in the Limit of Insurance applying to the damaged property. But if:
 - (a) The amount payable for the sum of direct physical loss or damage and debris removal expense exceeds the applicable Limit of Insurance; or
 - (b) The debris removal expense exceeds the amount payable under the 25% limitation in Paragraph **4.c.(2)** above;

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

d. Extra Expense

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

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

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

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

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

No deductible applies to this Additional Coverage.

f. Reasonable Repairs

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

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

5. Coverage Extensions

a. Additional Acquired Property – Newly Purchased

- (1) If this Coverage Form covers property specifically declared and described in the Declarations and if during the policy period you acquire additional newly purchased "mobile agricultural machinery and equipment", we will cover such property.
- (2) The most we will pay under this Coverage Extension is \$100,000 for loss of or damage to all such "mobile agricultural machinery and equipment".

This \$100,000 limit is part of, not in addition to, the applicable Limit of Insurance.

(3) When values for Newly Purchased "mobile agricultural machinery and equipment" are reported under this Coverage Extension, additional premium for these values will be due and payable from the date of purchase.

(4) Any "mobile agricultural machinery and equipment" purchased as replacements of such property are not covered by this Coverage Extension.

(5) This Coverage Extension will end:

- (a) 30 days after the date of acquisition of the additional item; or
- (b) When this policy expires; whichever comes first.

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

b. Additional Acquired Property – Replacement

A Special Limit of Insurance equal to \$75,000 plus the corresponding limit shown in the Declarations for individually declared and described items of "mobile agricultural machinery and equipment" applies to any item of property purchased as a replacement of such machinery, vehicle or equipment.

We will determine the value of such a replacement item in the event of loss or damage at actual cash value as of time of loss.

The additional \$75,000 coverage will end:

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

A replacement item of "mobile agricultural machinery or equipment" is covered under this Coverage Extension only to the extent that it is not covered under another Coverage Part or under any other policy of the "insured".

c. Thirty-Day Additional Limit On Borrowed Or Rented "Mobile Agricultural Machinery And Equipment"

This Coverage Extension applies to property described in Paragraph A.1.b.

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- (1) The Limit of Insurance, if any, shown in the Declarations for "Mobile Agricultural Machinery And Equipment" Borrowed Or Rented With Or Without A Written Contract will be increased by \$10,000, which will apply in any one occurrence to loss of or damage only to such items, as described and limited in Paragraph 1.b. of Paragraph A. Coverage, that you borrow or rent after the beginning of the policy period. However, if a higher additional Limit of Insurance is specified in the Declarations, the higher Limit will apply.
- (2) Insurance under this Coverage Extension will end:
 - (a) ~~Thirty~~30 days after the Covered Property is borrowed or rented; or
 - (b) When this policy expires; whichever comes first.
- (3) If any property covered under this Coverage Extension remains in your possession for a period of more than ~~thirty~~30 days, you must report value for it, and additional premium will be due and payable from the ~~thirty-first~~31st day after you took possession.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Earth Movement

- (1) Landslide, including any earth sinking, rising or shifting related to such event;
- (2) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (3) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions that cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

This exclusion applies whether the Earth Movement, as described in Paragraphs (1) through (3) above, is caused by human or animal forces or any act of nature. But if Earth Movement, as described in Paragraphs (1) through (3) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

If loss or damage to "mobile agricultural machinery and equipment" is caused by earthquake, this Earth Movement exclusion does not apply to such loss or damage.

- (4) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the loss or damage caused by that fire or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to Covered Property.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

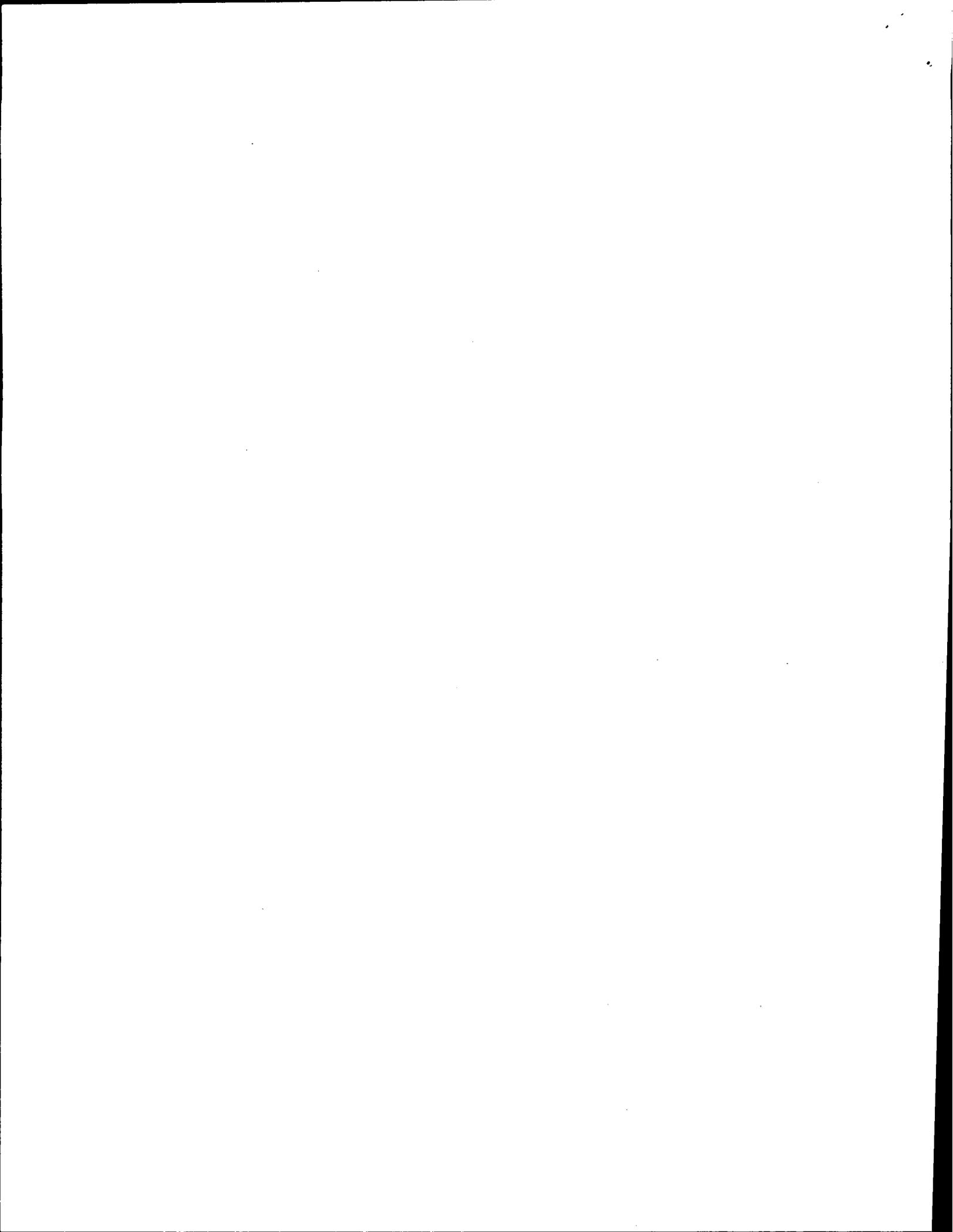
But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

c. Intentional Loss

We will not pay for loss or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

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d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

f. Neglect

Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

g. War And Military Action

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

h. Water

- (1) Mudslide or mudflow;
- (2) Water that backs up or overflows or is otherwise discharged from a sewer or drain; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (4) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (2) or (3), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (4), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if Water, as described any of the above, in Paragraphs h.(1) through h.(3)(4) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. Other Exclusions

We will not pay for loss or damage caused by or resulting from:

- a. Collapse, except as provided in the Additional Coverage entitled Collapse. But if collapse results in a Covered Cause of Loss at the described location, we will pay for the loss or damage caused by that Covered Cause of Loss;
- b. Rain, snow, ice or sleet to property in the open;
- c. Any of the following:
 - (1) Explosion of alcohol stills, steam boilers, steam pipes or steam engines, if you own, lease or operate them;
 - (2) Rupture, bursting or operation of pressure relief devices; or
 - (3) Rupture or bursting due to expansion of the contents of any building or structure, if the expansion is caused by or results from water.

But this exclusion does not apply to loss or damage caused by explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;

- d. Disappearance of any property unless there is evidence that the property was stolen;
- e. Unauthorized instructions to transfer property to any person or to any place;
- f. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;

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g. Dishonest or criminal acts committed by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, regardless of whether:

- (1) That person acts alone or in collusion with others; or
- (2) The act is committed during the hours of employment.

This exclusion does not apply to loss by acts of destruction committed by your striking employees (including leased employees), but it does apply to employee (including leased employee) theft;

h. Any cause included in Paragraphs **h. (1)** and **h.(2)** if that loss or damage is sustained by covered property:

- (1) Collision, upset or overturn of "mobile agricultural machinery and equipment", to the extent of any loss of or damage to the tires or inner tubes of such machinery or equipment. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same machinery or equipment.
- (2) Foreign objects being taken into any "mobile agricultural machinery and equipment";

i. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire;

- j.** Smoke, vapor or gas from agricultural smudging or industrial operations;
- k.** Wear and tear;
 - l.** Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- m.** Smog;
- n.** Nesting or infestation, or discharge or release of waste products or secretions, by birds, vermin, rodents, insects or domestic animals;
- o.** Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- p.** Dampness or dryness of atmosphere;
- q.** Changes in temperature or extremes of heat or cold, including freezing;

r. Marring or scratching;

s. Theft or vandalism to:

(1) Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of "mobile agricultural machinery and equipment", unless it is:

- (a) Covered Property; and
- (b) Permanently installed in the "mobile agricultural machinery and equipment".

(2) Any tape, wire, record, disc or other medium for use with any device or instrument that transmits, records, receives or reproduces sound or pictures and that is operated from the electrical system of "mobile agricultural machinery and equipment";

t. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

But if an excluded cause of loss that is listed in Paragraphs 2.j. through 2.r. results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

3. We will not pay for loss or damage caused by or resulting from any of the following, Paragraphs 3.a. through 3.c. But if an excluded cause of loss that is listed in Paragraphs 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a.** Weather conditions. But this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. above to produce the loss or damage.
- b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c.** Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, citing;

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(2) Except as provided in Paragraph 4.b.(4) below, the most we will pay under this Additional Coverage is 25% of:

(a) The amount we pay for the direct physical "loss" of or damage to Covered Property; plus

(b) The deductible in this policy, if any, applicable to that "loss" or damage.

(3) This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

(4) Debris removal expense is included in the Limit of Insurance applying to the damaged property. But if:

(a) The amount payable for the sum of direct physical "loss" or damage and debris removal expense exceeds the applicable Limit of Insurance; or

(b) The debris removal expense exceeds the amount payable under the 25% limitation in Paragraph 4.b.(2) above;

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

c. Extra Expense

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

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

No deductible applies to this Additional Coverage.

d. Fire Department Service Charge

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

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

No deductible applies to this Additional Coverage.

5. Coverage Extension

LIVESTOCK IN THE CUSTODY OF A COMMON OR CONTRACT CARRIER

Coverage is extended to apply to "livestock" while in the custody of a common or contract carrier, for up to a total of \$1,000. However, if a higher limit is specified in the Declarations for Livestock in the Custody of a Common or Contract Carrier, the higher limit will apply instead of \$1,000.

B. Exclusions

We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

1. Earth Movement

a. Landslide, including any earth sinking, rising or shifting related to such event;

b. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

c. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions that cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

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This exclusion applies whether the Earth Movement, as described in Paragraphs a. through c. above, is caused by human or animal forces or any act of nature. But if Earth Movement, as described in Paragraphs a. through c. above, results in fire or explosion, we will pay for the "loss" or damage caused by that fire or explosion.

If "loss" to "livestock" is caused by earthquake, this Earth Movement exclusion does not apply to such "loss".

- d. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the "loss" or damage caused by that fire or volcanic action.

Volcanic action means direct "loss" or damage resulting from the eruption of a volcano when the "loss" or damage is caused by:

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical "loss" or damage to Covered Property.

2. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

3. Intentional Loss

Any act an "insured" commits or conspires to commit with the intent to cause a "loss".

In the event of such "loss", no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the "loss".

4. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the "loss" or damage caused by that fire.

5. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the "loss" or damage caused by that Covered Cause of Loss.

6. Neglect

Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a "loss".

7. War And Military Action

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

8. Water

- a. Mudslide or mudflow;
- b. Water that backs up or overflows or is otherwise discharged from a sewer or drain; or
- c. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings; or
- d. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph b. or c., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs a. through d., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a boundary or containment system fails in whole or in part, for any reason, to contain the water.

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But if ~~Water, as described any of the above, in Paragraphs 8.a. through 8.d. above,~~ results in fire, explosion or sprinkler leakage, we will pay for the "loss" or damage caused by that fire, explosion or sprinkler leakage.

Exclusions B.1. through B.8. apply whether or not the "loss" event results in widespread damage or affects a substantial area.

C. Limits Of Insurance

The most we will pay for "loss" in any one occurrence to any one animal not specifically declared and described in the Declarations or for which the Limit of Insurance per animal is not shown in the Declarations is the least of:

1. The actual cash value of the animal;
2. 120% of the total of the Limit of Insurance on each class and type divided by the number of the head of the class and type that you own at the time of "loss". For this calculation, each horse, mule or head of cattle under one year of age at the time of "loss" is counted as 1/2 head; or
3. \$2,000.

Otherwise, the most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. Deductible

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

E. Farm Inland Marine Conditions

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

LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Additional Acquired Property

If this Coverage Form covers property specifically declared and described in the Declarations or property with separate Limits of Insurance per class shown in the Declarations, and if during the policy period you acquire additional "livestock", we will cover such property for up to 30 days. The most we will pay in a "loss" is the lesser of:

- a. The actual cash value of such property; or

- b. 25% of the total of the Limits of Insurance shown in the Declarations for:

- (1) Specifically declared and described "livestock"; and
- (2) "Livestock" with separate limits per class.

You must report such property within 30 days from the date acquired and pay any additional premium due. If you do not report such property, coverage will end 30 days after the date the property is acquired.

3. Appraisal

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

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

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

4. Duties In The Event Of Loss

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

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the "loss". Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the "loss" occurred.

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(4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

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

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

(7) Send us a signed, sworn proof of "loss" containing the information we request to investigate the claim. You must do this within 60 days after our request.

We will supply you with the necessary forms.

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

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

5. Insurance Under Two Or More Coverages

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

6. Loss Payment

a. In the event of "loss" covered by this Coverage Form, at our option we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality.

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

b. We will not pay you more than your financial interest in the Covered Property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of "loss".

d. We may adjust "losses" with the owners of lost or damaged property if other than you. Our payment for such "losses" will only be for the owners' account. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

f. We will pay for covered "loss" within 30 days after we receive the sworn proof of "loss", provided you have complied with all of the terms of this Coverage Form, and:

(1) We have reached agreement with you on the amount of "loss"; or

(2) An appraisal award has been made.

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7. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered "loss". Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the limits of insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same "loss", other than that described in 7.a. above, we will pay only for the amount of covered "loss" in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

8. Pair Or Sets

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

- a. Repair or replace any part to restore the pair or set to its value before the "loss"; or
- b. Pay the difference between the value of the pair or set before and after the "loss".

9. Recovered Property

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

10. Transfer Of Rights Of Recovery Against Others To Us

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

- a. Prior to a "loss" to your Covered Property.
- b. After a "loss" to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (2) Your tenant.

This will not restrict your insurance.

11. Valuation

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

GENERAL CONDITIONS

1. Coinsurance

This condition applies to all "livestock" for which a Limit of Insurance per animal is shown in the Declarations.

All such Covered Property must be insured for at least 80% of its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance shown in the Declarations for such Covered Property at all locations bears to 80% of the total value of such property at all locations as of the time of "loss".

2. Concealment, Misrepresentation Or Fraud

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

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

3. Control Of Property

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

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

4. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form unless:

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

5. Liberalization

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

6. No Benefit To Bailee

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

7. Policy Period, Coverage Territory

Under this Coverage Form:

a. We cover "loss" commencing:

- (1) During the policy period shown in the Declarations; and
- (2) Within the coverage territory.

b. The coverage territory is:

- (1) The United States of America;
- (2) Puerto Rico; and
- (3) Canada.

F. Definitions

- 1. "Insured" means you and, if you are an individual, the following members of your household:
 - a. Your relatives;
 - b. Any other person under the age of 21 who is in the care of any person specified above.
- 2. "Livestock" means cattle, sheep, swine, goats, horses, mules and donkeys.
- 3. "Loss" means death or destruction of "livestock".
- 4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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CAUSES OF LOSS FORM – FARM PROPERTY

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

A. Covered Causes Of Loss

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

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

B. Covered Causes Of Loss – Basic

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

1. Fire Or Lightning

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

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

2. Windstorm Or Hail, but not including:

- a. Frost or cold weather;
- b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
- c. Loss of or damage to:

- (1) The interior of any building or structure, or the property inside a building or structure, caused by rain, snow, sleet, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters; or

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

(3) Under Coverage E or Coverage F:

- (a) "Livestock" or "poultry" when caused by running into streams, ponds or ditches, or against fences or other objects; or from smothering; or resulting directly or indirectly from fright;
- (b) "Livestock" or "poultry" when caused by freezing or smothering in blizzards or snowstorms; or
- (c) Dairy or farm products in the open other than hay, straw or fodder.

3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.

But under Coverages E, F and G this cause of loss does not include loss or damage caused by or resulting from:

- a. Explosion of alcohol stills, steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- b. Electric arcing;
- c. Rupture or bursting of water pipes;
- d. Rupture, bursting or operation of pressure relief devices; or
- e. Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water.

4. Riot Or Civil Commotion, including:

- a. Acts of striking employees while occupying the "insured location"; and
- b. Looting occurring at the time and place of a riot or civil commotion.

5. Aircraft, meaning only loss or damage caused by or resulting from:

- a. Contact of an aircraft, spacecraft or self-propelled missile with Covered Property or with a building or structure containing Covered Property; or
- b. Objects falling from aircraft.

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

This eCause of lLoss does not include loss or damage to:

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

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

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

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

8. **Vandalism**

This eCause of lLoss does not include loss of or damage to:

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

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

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

9. **Theft**, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

This eCause of lLoss does not include loss caused by or resulting from theft:

- a. Due to unauthorized instructions to transfer property to any person or to any place;

b. Under Coverage A, B or G:

In or from a building or structure under construction, or of materials and supplies for use in such construction, until the building or structure is completed and occupied;

c. Under Coverage A, B or C:

- (1) From that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";

- (2) With respect to household personal property away from the "insured location", of:

- (a) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured", is temporarily residing there.

But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 45 days immediately preceding the loss;

- (b) Any watercraft, its furnishings, equipment or outboard motors; or

- (c) Trailers or campers;

d. Under Coverage E or F:

- (1) Discovered on taking inventory;
- (2) Due to wrongful conversion or embezzlement;
- (3) Due to disappearance of any "farm personal property" unless there is evidence that the property was stolen; or
- (4) Due to acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation;

- e. Of any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:

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

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

10. Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This eCause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

11. Volcanic Action, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This eCause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

12. Collision – Coverages E And F Only

a. Causing Damage To Covered Farm Machinery

We will pay for loss of or damage to covered farm machinery caused by collision or overturn of that machinery. Collision means accidental contact of the farm machinery with another vehicle or object.

Under this eCause of loss we will not pay for loss or damage:

- (1) To tires or tubes unless the damage is coincidental with other damage to the farm machinery or implement; or
- (2) Caused by foreign objects taken into any farm machine or mechanical harvester.

b. Causing Death Of Covered Livestock

We will pay for loss of covered "livestock" caused by:

- (1) Collision or overturn of a vehicle on which the "livestock" are being transported. Collision means accidental contact of that vehicle with another vehicle or object; or
- (2) "Livestock" running into or being struck by a vehicle while the "livestock" are crossing, moving along or standing in a public road.

But we will not pay for loss if a vehicle owned or operated by an "insured":

- (1) Collides with the vehicle on which the "livestock" are being transported; or
- (2) Strikes "livestock" crossing, moving along or standing in a public road.

c. Causing Damage To Other Farm Personal Property

We will pay for loss of or damage to covered "farm personal property" (other than that described in Paragraph a. or b. above) in or upon a motor vehicle, caused by collision or overturn of that vehicle. Collision means accidental contact of the motor vehicle with another vehicle or object.

13. Earthquake Loss To "Livestock"

14. Flood Loss To "Livestock", meaning only

We will pay for loss or damage to "livestock" caused by or resulting from flood, surface water, waves (including tidal wave and tsunami), tides, tidal waterwaves, overflow of any body of water, or their spray from any of these, all whether or not driven by wind or not (including storm surge).

C. Covered Causes Of Loss – Broad

Subject to the provisions in Section A., when Broad is shown in the Declarations, Covered Causes of Loss means the Covered Causes of Loss under Section B. Covered Causes Of Loss – Basic, plus the following:

15. Electrocutation Of Covered Livestock

16. Attacks On Covered Livestock By Dogs Or Wild Animals

This eCause of loss does not include loss or damage:

- a. To sheep; or
- b. Caused by dogs or wild animals owned by you, your employees or other persons residing on the "insured location".

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17. Accidental Shooting Of Covered Livestock

This eCause of lLoss does not include loss or damage caused by you, any other "insured", your employees, or other persons residing on the "insured location".

18. Drowning Of Covered Livestock From External Causes

This eCause of lLoss does not include loss resulting from the drowning of swine under 30 days old.

19. Loading/Unloading Accidents, meaning sudden, unforeseen and unintended events causing or necessitating death of covered "livestock" and occurring while they are being unloaded from or loaded onto vehicles used or to be used to transport them.

This eCause of lLoss does not include loss caused by or resulting from disease.

20. Breakage Of Glass Or Safety Glazing Material that is part of a building or structure, storm door or storm window.

Under this eCause of lLoss, we will not pay for loss if the building or structure which contained the glass, including door or window glass, has been "vacant" for more than 30 consecutive days immediately before the loss.

21. Falling Objects

But we will not pay for loss or damage to:

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

22. Weight Of Ice, Snow Or Sleet causing damage to a building or to any property inside a building.

But under this eCause of lLoss we will not pay for loss by pressure or weight of water in any form, whether driven by wind or not, to any:

- a. Foundation or retaining wall;
- b. Pavement or patio;
- c. Awning;
- d. Fence;
- e. Outdoor equipment;
- f. Swimming pool; or
- g. Bulkhead, dock, pier or wharf.

23. Sudden And Accidental Tearing Apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective system, or an appliance for heating water.

Under this eCause of lLoss we will not pay for loss or damage caused by or resulting from freezing.

24. Accidental Discharge Or Leakage Of Water Or Steam from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured location" and contains water or steam.

Under this eCause of lLoss we will pay for loss of or damage to covered personal property provided that Broad is shown in the Declarations for the coverage applicable to that personal property. If any part of a building or structure to which Coverage A, B or G applies must be torn out and replaced so that repairs can be made to the damaged system or appliance, we will also pay the necessary costs involved, provided that Broad is shown in the Declarations for the coverage applying to that building or structure.

We will not pay:

- a. For loss or damage caused by discharge or leakage from a sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- b. The cost to repair any defect that caused the loss or damage;
- c. For loss or damage caused by discharge or leakage in a building or structure "vacant" for more than 30 consecutive days immediately before the loss;
- d. For loss or damage caused by or resulting from freezing; or
- e. For loss or damage caused by or resulting from discharge or leakage from roof drains, gutters, downspouts or similar fixtures or equipment.

25. Freezing of a plumbing, heating, air conditioning or automatic fire protective system or of a household appliance but only if you have used reasonable care to:

- a. Maintain heat in the building or structure; or
- b. Shut off the water supply and drain all systems or appliances of water.

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However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply.

A plumbing system does not include a roof drain, gutter, downspout or similar fixtures or equipment.

26. Sudden And Accidental Damage from artificially generated electrical current – Applicable Only to Coverages A, B, C and D.

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

- a. Tubes, transistors or integrated circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers; or
- b. Laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

D. Covered Causes of Loss – Special

Subject to the provisions in Section A., when Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is excluded in the following paragraphs or in Section E. Exclusions.

- 1. We will not pay for loss or damage caused by or resulting from:
 - a. Fire, if that loss or damage is sustained by buildings or contents usual to tobacco barns as the result of using open fire for curing or drying tobacco in the barn, and occurs:
 - (1) While tobacco is being fired; or
 - (2) Within the five-day period following tobacco firing in the barn;
 - b. Collapse, except as provided in the Additional Coverage entitled Collapse. But if collapse results in a Covered Cause of Loss at the "insured location", we will pay for the loss or damage caused by that Covered Cause of Loss;
 - c. Windstorm or hail to:
 - (1) Dairy or farm products in the open;
 - (2) Watercraft or their trailers, furnishings, equipment or outboard motors, unless within a fully enclosed building;

- d. Rain, snow, ice or sleet to personal property in the open;
 - e. Rain, snow, sleet, sand or dust, whether driven by wind or not, to the interior of any building or structure or the property inside a building or structure, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters;
 - f. Freezing, thawing, or pressure or weight of water or ice whether or not driven by wind, to any:
 - (1) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of any property covered under Coverages A, B or G;
 - (2) Retaining wall or bulkhead that does not support all or part of a building or structure;
 - (3) Pavement or patio;
 - (4) Fence;
 - (5) Swimming pool; or
 - (6) Dock, pier or wharf;
 - g. Discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective system or from within a household appliance:
 - (1) That occurs on the "insured location", but is caused by discharge that takes place off the "insured location";
 - (2) Caused by or resulting from freezing. This provision does not apply if you have used reasonable care to:
 - (a) Maintain heat in the building or structure; or
 - (b) Shut off the water supply and drain all systems or appliances of water.
- However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply.
- (3) Due to any cause other than freezing and occurring in a building or structure "vacant" for more than 30 consecutive days immediately before the loss;

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h. Any of the following occurrences, if they take place in buildings or structures covered under Coverage G or if the property destroyed or damaged is "farm personal property":

- (1) Explosion of alcohol stills, steam boilers, steam pipes or steam engines, if you own, lease or operate them;
- (2) Conditions or events (other than explosions) inside hot water boilers or other heating equipment, to the extent that they cause loss or damage to these boilers or equipment;
- (3) Rupture, bursting or operating of pressure relief devices; or
- (4) Rupture or bursting due to expansion of the contents of any building or structure, if the expansion is caused by or results from water.

But this exclusion does not apply to loss or damage caused by explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;

- i. Under Coverage A, B or C, theft from that part of your principal residence, including its grounds and appurtenant structures, which you rent to someone who is not an "insured";
- j. Under Coverage B or G, theft in or from a building or structure under construction, or of materials and supplies for use in such construction until the building or structure is completed and occupied;
- k. Under Coverage A, B or C, theft of the following property away from the "insured location":
 - (1) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured" is temporarily residing there.

But we will pay for loss by theft of the property of a student who is an "insured" from a residence away from home, provided the student was there at any time during the 45 days immediately preceding the loss.
 - (2) Any watercraft, its furnishings, equipment or outboard motors; or
 - (3) Trailers or campers;
- l. Inventory shortage;

m. Disappearance of any "farm personal property" or portable building or structure unless there is evidence that the property was stolen;

n. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;

o. Unauthorized instructions to transfer property to any person or to any place;

p. Theft of or vandalism to:

- (1) Any device or instrument, for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle, unless it is:

- (a) Covered Property; and

- (b) Permanently installed in the motor vehicle or mobile agricultural vehicle.

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

q. Vandalism or breakage of glass or safety glazing material, if the building or structure was "vacant" for more than 30 consecutive days immediately before the loss;

r. Dishonest or criminal acts committed by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, regardless of whether:

- (1) That person acts alone or in collusion with others; or

- (2) The act is committed during the hours of employment.

This exclusion does not apply to loss by acts of destruction committed by your striking employees (including leased employees), but it does apply to employee (including leased employee) theft;

s. Transport of "farm personal property", except to the extent of the coverage afforded under Covered Causes of Loss – Basic and Broad;

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t. Any cause included in the following list if that loss or damage is sustained by farm machinery:

(1) Collision, upset or overturn of farm machinery or equipment, to the extent of any loss of or damage to the tires or inner tubes of such machinery or equipment. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same machinery or equipment.

(2) Foreign objects being taken into any farm machine or mechanical harvester.

u. Artificially generated electric current, including electric arcing, that disturbs any electrical devices, appliances or wires; or under Coverages A, B, C and D, any tubes, transistors or integrated circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, or laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers.

But:

(1) Under Coverages A, B, C and D, we will pay for loss of or damage to electric devices, appliances or wires, provided the damage is sudden and accidental.

(2) If artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire.

v. Smoke, vapor or gas from agricultural smudging or industrial operations, to any building, structure or personal property.

w. The following causes of loss to any building, structure or personal property:

(1) Wear and tear;

(2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, vermin, rodents, insects or domestic animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

(7) Dampness or dryness of atmosphere;

(8) Changes in temperature or extremes of heat or cold, including freezing. But this exclusion does not apply to freezing of a plumbing, heating, air conditioning or automatic fire protective system or freezing of a household appliance, if you have used reasonable care to:

(a) Maintain heat in the building or structure; or

(b) Shut off the water supply and drain all systems or appliances of water.

However, if the building or structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the building or structure for coverage to apply.

(9) Marring or scratching.

But if an excluded cause of loss that is listed in Paragraphs w.(1) through w.(9) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

2. We will not pay for loss or damage caused by or resulting from any of the following, Paragraphs 2.a. through 2.c. But if an excluded cause of loss that is listed in Paragraphs 2.a. through 2.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Section E. Exclusions, to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

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(4) Maintenance;

of part or all of any property on or off the "insured location".

- 3. We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

Under Paragraphs 1., 2. and 3., any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

E. Exclusions

The following Exclusions apply when any or all of the Covered Causes of Loss, Basic, Broad or Special, are specified in the Declarations.

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. Ordinance Or Law

The enforcement of any ordinance or law:

- a. Regulating the construction, use or repair of any property; or
- b. Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- a. An ordinance or law that is enforced even if the property has not been damaged; or
- b. The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

2. Earth Movement

- a. Earthquake, including any earth sinking, rising or shifting related to such event;
- b. Landslide, including any earth sinking, rising or shifting related to such event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- d. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions that cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

This exclusion applies whether the Earth Movement, as described in Paragraphs a. through d. above, is caused by human or animal forces or any act of nature.

But:

- (1) If Earth Movement, as described in Paragraphs a. through d. above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion; or

(2) If:

- (a) Loss or damage to farm machinery, vehicles and equipment covered for the Special Causes of Loss; or

(b) Loss to "livestock";

is caused by earthquake, as described in a. above, this Earth Movement exclusion does not apply to such loss or damage.

- e. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the loss or damage caused by that fire or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to Covered Property.

3. Governmental Action

Seizure or destruction of property by order of governmental authority.

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But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

4. Intentional Loss

We will not pay for loss or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

5. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

6. Utility Services

The failure of power or other utility service supplied to the "insured location", however caused, if the failure occurs away from the "insured location", except as provided under Coverage C. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

7. Neglect

Neglect, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

8. War And Military Action

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

9. Water

- a. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waterwaves, overflow of any body of water, or their spray from any of these, all whether or not driven by wind or not (including storm surge);
- b. Mudslide or mudflow;
- c. Water that backs up or overflows or is otherwise discharged from a sewer or drain or sump; or
- d. Water that backs up or overflows or is otherwise discharged from a sump, sump pump or related equipment;
- ed. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings; or
- f. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph a., c., d. or e., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs a. through f., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But:

- (1) If ~~water~~ any of the above, as described in Paragraphs ~~9.a.~~ through ~~ef.~~ above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage; or
- (2) If loss or damage to:
 - (a) Farm machinery, vehicles and equipment covered for the Special Causes of Loss; or
 - (b) "Livestock";

is caused by water as described in Paragraph ~~9.a.~~ above, this Water exclusion does not apply to such loss or damage.

Exclusions E.1. through E.9. apply whether or not the loss event results in widespread damage or affects a substantial area.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUMP OVERFLOW AND WATER BACKUP FROM SEWERS OR DRAINS (COVERAGES A, B, C AND D ONLY)

This endorsement modifies insurance provided under the following:

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

A. We will pay for direct physical loss or damage to Covered Property covered under Coverages A, B, C and for loss of use as covered under Coverage D, in the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, caused by or resulting from water which:

1. Backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its appurtenantrelated equipment.

However, with respect to A.2., we will not pay the cost of repairing or replacing a sump pump or its appurtenantrelated equipment in the event of mechanical breakdown.

B. The coverage described in A. does not apply to loss or damage resulting from an "insured's" failure to:

1. Keep a sump pump or its appurtenantrelated equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

C. The most we will pay for the coverage provided under this endorsement is a total of \$5,000.

D. With respect to the coverage provided under this endorsement, Exclusion 9. under E. Exclusions in the Causes Of Loss Form – Farm Property, is replaced by the following exclusion:

9. Water

- a. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, water overflow of any body of water, or their spray from any of these, all whether or not driven by wind or not (including storm surge);

b. Mudslide or mudflow; or

c. Water under the ground surface pressing on, or flowing or seeping through:

- (1) Foundations, walls, floors or paved surfaces;
- (2) Basements, whether paved or not; or
- (3) Doors, windows or other openings; or

d. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph a., c. or d., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs a. through d., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But:

- (1) If water any of the above, as described in Paragraphs 9.a. through ed. above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage; or

(2) If loss or damage to:

- (a) Farm machinery, vehicles and equipment covered for the Special Causes of Loss; or

(b) "Livestock";

is caused by water as described in Paragraph 9.a. above, this Water exclusion does not apply to such loss or damage.

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E. With respect to the coverage provided under this endorsement, the following does not apply: Exclusionary provision **D.1.w.(6)** of Section **D. Covered Causes Of Loss – Special** in the Causes Of Loss Form – Farm Property.

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- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;
of part or all of any property on or off the described premises.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The Limit of Insurance for any one item of "mobile agricultural machinery and equipment" covered in accordance with the single limit option described in Section A.1.b. is \$3,000.

D. Deductible

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

E. Farm Inland Marine Conditions

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

LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

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

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

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

3. Duties In The Event Of Loss

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

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

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

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

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

4. Insurance Under Two Or More Coverages

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

5. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality.

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

- b. We will not pay you more than your financial interest in the Covered Property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We may adjust losses with the owners of lost or damaged property if other than you. Our payment for such losses will only be for the owners' account. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- f. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this Coverage Form, and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

6. Other Insurance And Service Agreement

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the limits of insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage other than that described in Paragraph 6.a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
- c. In the settlement of loss or damage to property covered under Paragraph A.1.b. that you have borrowed or rented, Paragraph b. of this Condition will not apply.
- d. If loss or damage is also covered by a service agreement, any amounts payable for such loss or damage under this Coverage Form will be excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service or warranty agreement, even if it is characterized as insurance.

7. Pair, Sets Or Parts

a. Pair Or Set

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

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

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b. Parts

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

8. Recovered Property

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

9. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (2) Your tenant.

This will not restrict your insurance.

10. Valuation

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

GENERAL CONDITIONS

1. Coinsurance

This condition applies separately to:

- a. "Mobile agricultural machinery and equipment" that is not specifically declared and described in the Declarations and not included in Paragraph **b.** below; and

- b. "Mobile agricultural machinery and equipment" that is not specifically declared and described in the Declarations and for which a Limit of Insurance is shown for coverage not exceeding \$3,000 on any one item.

All Covered Property must be insured for at least 80% of its total value as of the time of loss or damage or you will incur a penalty.

The penalty is that we will pay only the proportion of any loss that the Limit of Insurance shown in the Declarations for all Covered Property at all locations bears to 80% of the total value of all property at all locations as of the time of loss.

2. Concealment, Misrepresentation Or Fraud

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

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

3. Control Of Property

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

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

4. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form unless:

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

5. Liberalization

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

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6. No Benefit To Bailee

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

7. Policy Period, Coverage Territory

Under this Coverage Form:

- a. We cover loss or damage commencing:
 - (1) During the policy period shown in the Declarations; and
 - (2) Within the coverage territory.
- b. The coverage territory is:
 - (1) The United States of America;
 - (2) Puerto Rico; and
 - (3) Canada.

F. Definitions

- 1. "Insured" means you and, if you are an individual, the following members of your household:
 - a. Your relatives;
 - b. Any other person under the age of 21 who is in the care of any person specified above.
- 2. "Mobile agricultural machinery and equipment" means mobile devices used in the everyday operation of the farm including:
 - a. Accessories, whether or not attached; and
 - b. Tools and spare parts that are specifically designed and intended for use in the maintenance and operation of the mobile devices.
- 3. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. It does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
- b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open;
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object; or
 - (3) The falling object itself.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

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LIVESTOCK COVERAGE FORM

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

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

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

A. Coverage

We will pay for "loss" of or damage to Covered Property from any of the Covered Causes Of Loss.

1. **Covered Property**, as used in this Coverage Form, means the following when a Limit of Insurance is shown in the Declarations:

- a. "Livestock" of a class shown in the Declarations with a Limit of Insurance per animal; or
- b. "Livestock" of a class shown in the Declarations with a Limit of Insurance per class with a sublimit allowed for individual animals separately.

But we do not cover "livestock" while in the custody of a common or contract carrier.

2. Property Not Covered

Covered Property does not include "livestock" while in:

- a. Public stockyards, sales barns or sales yards; or
- b. Packing plants or slaughterhouses.

3. Covered Causes Of Loss

We will pay for direct "loss" caused by or resulting from, or made necessary by any of the following:

- a. **Fire eOr Lightning**
- b. **Windstorm eOr Hail**

This eCause of lLoss does not include "loss":

- (1) Caused by or resulting from frost or cold weather;

- (2) Caused by or resulting from ice (other than hail), snow or sleet, whether driven by wind or not;

- (3) To "livestock" when caused by running into streams, ponds or ditches, or against fences or other objects; or from smothering; or resulting directly or indirectly from fright; or

- (4) To "livestock" when caused by freezing or smothering in blizzards or snowstorms.

c. Explosion

This eCause of lLoss includes "loss" caused by or resulting from explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.

This eCause of lLoss excludes "loss" caused by or resulting from:

- (1) Explosion of alcohol stills, steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- (2) Electric arcing;
- (3) Rupture or bursting of water pipes;
- (4) Rupture, bursting or operation of pressure relief devices; and
- (5) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water.

d. Riot eOr Civil Commotion, including:

- (1) Acts of striking employees while occupying the described premises; and
- (2) Looting occurring at the time and place of a riot or civil commotion.

e. Aircraft

Aircraft, meaning only "loss" caused by or resulting from:

- (1) Contact of an aircraft, spacecraft or self-propelled missile with Covered Property or with a building or structure containing Covered Property; or
- (2) Objects falling from aircraft.

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f. **Smoke**, ~~C~~causing ~~S~~sudden and ~~A~~accidental "Loss", including the emission or puff-back of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This ~~e~~Cause of ~~I~~Loss does not include "loss" by smoke from agricultural smudging or industrial operations.

g. **Theft**, including attempted theft and "loss" of property from a known location when it is likely that the property has been stolen.

This ~~e~~Cause of ~~I~~Loss does not include "loss" caused by or resulting from theft:

- (1) Discovered on taking inventory;
- (2) Due to wrongful conversion or embezzlement;
- (3) Due to disappearance of any property unless there is evidence that the property was stolen;
- (4) Due to acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation; or
- (5) Due to unauthorized instructions to transfer property to any person or to any place.

h. **Sinkhole Collapse**, meaning "loss" caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This ~~e~~Cause of ~~I~~Loss does not include the:

- (1) Cost of filling sinkholes; or
- (2) Sinking or collapse of land into man-made underground cavities.

i. **Volcanic Action**, meaning direct "loss" resulting from the eruption of a volcano when the "loss" is caused by:

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This ~~e~~Cause of ~~I~~Loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical "loss" to the Covered Property.

j. Collision Causing Death of Covered Livestock

We will pay for "loss" of covered "livestock" caused by:

- (1) Collision or overturn of a vehicle on which the "livestock" are being transported. Collision means accidental contact of that vehicle with another vehicle or object; or
- (2) "Livestock" running into or being struck by a vehicle while the "livestock" are crossing, moving along or standing in a public road.

But we will not pay for "loss" if a vehicle owned or operated by an "insured":

- (1) Collides with the vehicle on which the "livestock" are being transported; or
- (2) Strikes "livestock" crossing, moving along or standing in a public road.

k. **Vandalism**, meaning willful and malicious damage to, or destruction of, "livestock".

l. Earthquake

m. **Flood**, ~~meaning only "loss" caused by or resulting from flood, surface water, waves (including tidal wave and tsunami), tides, tidal waterwaves, overflow of any body of water, or their spray from any of these, all whether or not driven by wind or not (including storm surge).~~

4. Additional Coverages

a. Damage To Property Removed For Safekeeping

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

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

b. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss" or damage.

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