





**IMPORTANT FLOOD INSURANCE NOTICE**

Your homeowners or dwelling policy does NOT provide coverage for loss caused by flood or mudslide, which is defined in part, by the National Flood Insurance Program as:

A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters or from the unusual and rapid accumulation or runoff of surface waters from any source.

If you are required by your mortgage lender to have flood insurance on your property, or if you feel that your property is susceptible to flood damage, insurance covering damage from flood is available on most buildings and contents in participating communities through the National Flood Insurance Program.

Information about flood insurance and whether your community participates in the program can be obtained from your insurance company, from your insurance agent/broker, or directly from the National Flood Insurance Program by calling 1-800-638-6620 or via their website at <http://www.floodsmart.gov>.



### SUPPLEMENTAL DECLARATIONS-FARM LIABILITY

Refer to the Supplemental Declarations if information is not shown on this form.  
For an additional premium, **we** provide coverage under this endorsement subject to the **terms** contained in the General Policy Provisions.

The Declarations of this policy are supplemented as follows:

All Farm Premises owned, rented or operated by the Named **Insured** or spouse are located as follows:

Initial <b>Farm Premises</b>	Operated by <b>Insured</b>	Rented to Others	Number of Acres
71 Tonjes Rd Callicoon, NY 12723	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>42</u>

Additional <b>Farm Premises</b>	Operated by <b>Insured</b>	Rented to Others	Number of Acres
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____

The estimated total acreage of the described farm(s) is 42

Premium \$169



## HOMEOWNER'S PLUS COVERAGE

Refer to Supplemental Declarations if information is not shown on this form.

For an additional premium, *we* provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

**Limitations on Certain Property** -The Coverage C-Limitations on Certain Property Section of the General Policy Provisions is deleted and replaced by the following limitations. These special limits do not increase the Coverage C amount of insurance. The special limit for each category below is the total limit per *occurrence* for all property in that category:

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, medals and numismatic property;
- b. \$1,000 on securities, commercial paper, stamps, philatelic property, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works and other valuable papers. Commercial paper means drafts, checks, certificates of deposit and notes other than bank notes, including negotiable orders of withdrawal. This special limit is applicable to these properties whether they exist on paper, computer record or other media and it includes the cost to research or replace the information or material;
- c. \$1,000 for loss by theft of jewelry, watches, precious and semi-precious stones, gems and furs, **BUT** not exceeding \$500 for any one article;
- d. \$2,000 for loss by theft of guns;
- e. \$1,000 on watercraft including their trailers, equipment, accessories and outboard motors;
- f. \$1,000 on trailers not used with watercraft;
- g. \$2,500 for loss by theft of silverware, goldware, pewterware and items plated with gold or silver. *We* pay no more than \$500 on any one item;
- h. \$5,000 on *motorized vehicles* used exclusively to service the *insured premises* and not designed or licensed for use on public roads;
- i. \$2,000 on grave markers;
- j. \$1,000 on electronic apparatus and its accessories when loss or damage occurs:
  - 1) while in or on a *motorized vehicle* if the electronic apparatus is adapted for operations from the electrical system of a *motorized vehicle* and by other electrical source(s);
  - 2) while away from a *motorized vehicle* if that electronic apparatus is adapted for operation from the electrical system of any *motorized vehicle* and by other electrical source(s). The electronic apparatus must be away from the *insured premises*. This limit also applies to electronic apparatus used for *business* purposes; and
- k. \$250 on property, away from the *insured premises*, used at any time or in any manner for any *business* purpose.

The following property is covered only while on the *insured premises* and is limited to the amounts stated:

- a. \$2,500 on property, on the *insured premises*, used at any time or in any manner for any *business* purpose;
- b. \$1,000 on dismantled camper bodies and trailers not used with watercraft; or
- c. \$1,000 on *your* property consisting of domestic appliances in an apartment which *you* rent or hold for rental to others.

### REFRIGERATED FOOD PRODUCTS

*We* cover loss to contents of a freezer or refrigerator unit located in the *residence* covered under Coverage A/Coverage B as described on the Declarations page. *We* pay no more than \$500. The covered contents must be owned by *you*. The loss must be caused by change in temperature resulting from:

1. interruption of electrical service to refrigeration equipment. The interruption must be caused by damage to the generating or transmission equipment.
2. mechanical or electrical breakdown of the refrigeration system.

*You* must maintain the refrigeration equipment in proper working condition.

No deductible applies to refrigerated food products.

## Coverage L-Personal Liability

### How Much We Pay For Loss Or Claim

The limit of liability shown for **Coverage L- Personal Liability** is increased by \$100,000. Prejudgment interest assessed against an *insured* on a covered award is included. *We* will not pay more than the limit of liability for damages and interest assessed as a result of an *occurrence*.

## Coverage M-Medical Payments to Others

### How Much We Pay For Loss Or Claim

The limit of liability shown for **Coverage M - Medical Payments to Others** is increased by \$1,000.

## Incidental Liability and Medical Payments Coverages

### How Much We Pay For Loss Or Claim

The limit of liability shown for **Damage To Property Of Others** is increased by \$500.

## Personal Injury Endorsement

**Coverage L-Personal Liability** is extended to include coverage for *Personal Injury*:

**Personal injury** means damages for which an *insured* is legally liable caused by false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, libel, slander, defamation of character or invasion of privacy.

### Exclusions-Personal Injury Endorsement

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

1. resulting from liability assumed by *you* under any contract or agreement;
2. resulting from a willful violation of law or ordinance by, at the direction of, or with the consent of an *insured*;
3. to a person resulting from an offense directly or indirectly related to the person's employment by an *insured*;
4. caused by a publication, statement, or act by, at the direction of, or with the consent of an *insured* before the effective date of this insurance;
5. caused by a publication or statement made by, at the direction of, or with the consent of an *insured*, if the *insured* knew or had reason to believe that the publication or statement was false; or
6. resulting from *business* activities of an *insured*. (This exclusion does not apply to activities in conjunction with *business* pursuits which are ordinarily considered *nonbusiness* in nature).
7. arising from civic duties performed for pay by an *insured*.

## Added Water Damages Coverages

*We* pay up to \$2,500 per *occurrence* for direct loss to property caused by the backup of water:

1. through sewers and/or drains; and
2. through sump basins caused by failure of sump pump operation.

### Exclusions-Added Water Damages Coverage

These additional exclusions apply to Added Water Damages Coverage:

#### **We do not pay for:**

1. loss or damage resulting from an *insured's* negligence;
2. loss or damage resulting from an *insured's* neglect or failure to service or maintain the sump pump or any plumbing appliance; or
3. generalized or localized flooding resulting from excess runoff or overflow of streams, rivers or other bodies of water.



## GENERAL POLICY PROVISIONS AGREEMENT

This policy, subject to all of its *terms*, provides insurance against loss to property, liability insurance and other described coverages during the policy period in return for payment of the required premium. It consists of this Agreement, the Declarations, Supplemental Declarations(if any), the General Policy Provisions, Causes of Loss, Liability Coverage Section, and any endorsements made part of it, including any required state endorsement(s).

Endorsements attached to this policy may require a premium charge for increased or additional coverage. In the event *you* select a higher deductible amount or where certain exclusionary or limiting endorsements are added to *your* policy, *you* may receive a reduction in premium.

It is important that *you* read each part of this policy carefully to understand the coverage provided, *your* obligations and *our* obligations under the policy. Please note that any reference to form ML-20 is amended to read form ML-20F. Each coverage is subject to all policy *terms* relating to that coverage including the *terms* applicable to the entire policy. **Each principal coverage described in this policy applies only if an amount of insurance or a limit of liability is shown on the Declarations or on a schedule for that coverage.**

The following Table of Contents shows how the policy is organized and will help *you* locate particular sections of the policy.

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## GENERAL POLICY PROVISIONS

**POLICY DEFINITIONS**-The following definitions apply to this policy.

*We* define certain words which appear throughout the policy text in ***bold/italic*** face type. They do not necessarily imply that coverage is provided under *your* policy. The definitions help *you* understand the coverage which may be described elsewhere in the policy.

1. The words *you* and *your* refer to the person(s) or entities named in the Declarations and *your* spouse if a resident of *your* household only when the named *insured* is an individual. The words *we*, *us* and *our* refer to the insurance company named in the Declarations.
2. ***Automobile*** means a land ***motor vehicle***, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached to the ***automobile***. ***Automobile*** does not include mobile equipment or that unlicensed, unregistered ***automobile*** used exclusively on the ***farm premises*** for ***farming*** purposes. This definition also excepts ***automobiles*** maintained in dead storage on the ***farm premises***.
3. ***Bodily Injury*** means bodily harm, bodily sickness or bodily disease to a person including required care, loss of services and death resulting therefrom.
4. ***Business*** means a trade, profession, or other occupation, not including ***farming***, all whether full or part time.
5. ***Credit Card*** means any card, plate, coupon book or other credit device existing for the purpose of obtaining money, property, labor or services. This includes debit cards or any similar device used for the deposit, withdrawal or transfer of funds.
6. ***Custom Farming*** means ***farming*** operations that *you* perform for others for a fee. This includes, but is not limited to cutting, harvesting, reaping or baling operations, ditching or trenching and similar work operations.
7. ***Domestic Employee*** means a person employed by an *insured* to perform duties in connection with the maintenance or use of the ***insured premises***. This includes persons who perform household or domestic services or duties of a similar nature elsewhere for an *insured*. This does not include persons while performing duties in connection with an *insured's business* or ***farming operations***.
8. ***Employee*** means leased ***employees*** also.
9. ***Farm Animals*** means *your* domesticated ***farm animals*** cultured in the practice of agriculture. ***Farm animals*** refers to livestock raised on the ***farm premises*** including but not limited to cattle, sheep, swine, goats, horses, mules, donkeys, and hybrids thereof. This definition extends to include llamas, vicunas, ostriches, deer and other "exotic" animals which are cultured for agricultural or ***business*** purposes.
10. ***Farm Dwellings*** means ***farm dwellings***, as scheduled, on the ***insured premises***. This includes additions, fixtures and outdoor equipment used for servicing such dwellings. This excludes the ***residence*** covered under coverage A.
11. ***Farming*** means the culture of land, and land animals and/or aquatic animals and crops for agricultural purposes. ***Farming*** includes the sale, from *your farm premises*, of farm goods principally produced on the ***farm premises***. However, it does not include processing operations or retail activity other than described in this definition.
12. ***Farming Operations*** means those operations and functions necessary and incidental to the practice of ***farming***.
13. ***Farm Premises*** means the locations described on the Declarations and when used only to support ***farming operations***, related private structures on the ***farm premises*** that are not rented, held for rental or used for any ***business*** purposes.
14. ***Farm Produce and Supplies*** means farm produce usually originating on a farm. This includes supplies which are used in the operation of the farm. This excludes tobacco, growing crops and plants.
15. ***Farm Structures*** means farm buildings as scheduled. This includes attached sheds and fixtures. This excludes ***farm dwellings*** or silos, whether or not attached to a structure.
16. ***Insured*** means the person or entity named in the Declarations.
  - a. ***Insured*** means *you* and, if residents of *your* household, *your* relatives, and any other person under the age of 21 in *your* care or in the care of *your* resident relatives.
  - b. if the named *insured* is a partnership or joint venture, any partner or member and their spouse is an *insured* but only with respect to the conduct of ***farming*** operations;
  - c. if the named *insured* is an organization, the executive officers, members of the board of trustees, directors and governors are *insureds* while acting within the scope of their duties as officers and directors of the ***farming operations***. Stockholders are also *insureds* but only with respect to their liability as stockholders; and
  - d. any person (other than an employee of the named *insured*) or organization while acting as a real estate manager for the *insured*.
  - e. if the named *insured* is a limited liability company, the members and managers are *insureds* while acting within the scope of their duties as members and managers of the ***farming operations***.

- f. Under Liability and Medical Payments to Others coverages only, insured also includes:
- 1) any person or organization legally responsible for a watercraft or animal owned by an *insured* and to which this insurance applies; (This does not include anyone using or having custody of the watercraft or animal in the course of any *business* or without the owner's permission) and
  - 2) any person while performing duties as a *domestic employee* of an *insured*.
- g. If *you* die while covered under this policy, *your* protection passes to *your* legal representative or other person having proper, temporary custody of covered property. However, this person or *your* legal representative is an *insured* only with respect to insurance on covered property and legal liability arising out of the property. Any person who is an *insured* at the time of *your* death continues to be an *insured* while residing on the *insured premises*.
- h. Each person listed above is a separate *insured* under this policy, but this does not increase *our* limit of liability under this policy.

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership, joint venture or organization of which the *insured* is a partner or member and which is not designated in this policy as an *insured*.

17. **Insured Premises:**

- a. The location described on the Declarations and the private approaches and access ways immediately adjoining that location. This also means the *farm premises* described on the Declarations; other land *you* use for *farming* purposes; and new *farm premises* acquired or leased during the policy period.
  - b. For Liability and Medical Payments coverages, only, *insured premises* also includes the following:
    - 1) other premises listed in the Declarations;
    - 2) the portion of any residential premises acquired by *you* for *your* occupancy during the policy period;
    - 3) vacant land owned by or rented to an *insured* including land on which a *residence* is being constructed for the personal use of an *insured*;
    - 4) individual or family cemetery lots and burial vaults;
    - 5) the portion of any residential premises, not owned by an *insured*, while temporarily occupied by an *insured*;
    - 6) any premises used by *you* in connection with the described location;
    - 7) private approaches and access ways immediately adjoining the *insured premises*; and
    - 8) that part of any premises occasionally rented to an *insured* for other than *business* purposes.
18. **Medical Expenses** means reasonable and necessary expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, funeral services, prosthetic devices, hearing aids and eyeglasses, including contact lenses.
19. **Mobile Machinery** means *mobile machinery* used in the operation of the farm including equipment, implements and tools. This includes *motorized vehicles* except aircraft and *motor vehicles*. This excludes any *specifically insured machinery*.
20. **Motorized Vehicle** means any self-propelled land or amphibious vehicle (regardless of horsepower, number of wheels or method of surface contact) including parts and equipment. Small motorized equipment for the service of the *insured premises* such as power lawn mowers and snow blowers are exempted from this definition.  
The following categories of *motorized vehicles* have specific meanings as used in this policy.
- a. **Motor Vehicle** means a *motorized vehicle*, trailer or semi-trailer (including any attached machinery or apparatus):
    - 1) subject to *motor vehicle* registration; or
    - 2) designed for use or travel on public roads.
  - b. **Recreational Motor Vehicle** means a *motorized vehicle*, trailer, or attached apparatus, designed or used for off public road recreation, vacation or leisure time activities.
21. **Non-Farm Vehicles** means
- a) *automobiles*, trucks, and vehicles licensed for use on highways or roads, other than farm wagons and farm trailers;
  - b) motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, and three or four-wheel all terrain vehicles;
  - c) manufactured homes, motor homes, and camper bodies; and
  - d) snowmobiles, watercraft, and aircraft.
- This includes tires, parts, or equipment of any of the above.
22. **Occurrence** means an accident, including continuous or repeated exposure to substantially similar conditions.
23. **Poultry** means fowl kept by the *insured* for use or for sale.
24. **Property Damage** means injury to or destruction of tangible property including the loss of its use.
25. **Residence** means a one to four family house, a townhouse, a row house, or a one or two family manufactured home. *You* must reside in at least one of the family units shown as the *residence* on the Declarations Page. No more than two roomers or borders per family is permitted.

26. **Specifically Insured Machinery** means machinery specifically listed on the schedule.
27. **Specified Causes of Loss** means fire or lightning, explosion, windstorm or hail, riot or civil commotion, aircraft, vehicles, smoke, vandalism, sinkhole collapse and volcanic action.
28. **Tenant's Improvements and Betterments** means permanent fixtures, alterations, and additions, made or acquired at *your* expense, which are part of the described structure.
29. **Terms** as used in this policy mean provisions, limitations, exclusions, conditions and definitions.

## PROPERTY COVERAGES.

### PRINCIPAL PROPERTY COVERAGES.

#### Coverage A-Residence:

This policy covers the *residence* on the *insured premises* including additions and built-in components and fixtures, and building materials and supplies located on or next to the *insured premises* and intended for use in construction, alteration or repair of or to the *residence*.

#### Coverage A does not cover:

1. antennas (including satellite dishes and their control apparatus) their lead-in wiring, accessories, masts, towers, owned utility poles and irrigation systems and its equipment;
2. trees, plants, shrubs and lawns;
3. land, including land on which a *residence* is located; or
4. water, whether or not above ground.

#### Coverage B-Scheduled Private Structures:

This policy applies only to structure(s) shown on the schedule of private structures. Structures separated from the *residence* by a clear space must be scheduled before coverage is applicable. Structures such as driveways, sidewalks and permanently installed yard fixtures that are contiguous with the *residence* shown on the Declarations are included as a part of the *residence*.

#### Coverage B does not cover:

1. antennas (including satellite dishes and their control apparatus) their lead-in wiring, accessories, masts, towers, owned utility poles and irrigation systems and its equipment;
2. trees, plants, shrubs and lawns;
3. land, including land on which the scheduled structures are located;
4. water, whether or not above ground;
5. lawn or storage sheds/buildings unless mounted on a foundation or embedded poles and securely attached thereto on all sides; and
6. structures used in whole or in part for other *business* or *farming operations*. This exclusion does not apply to structures rented or held for rental or otherwise used solely for private non-commercial garage purposes.

#### Coverage C-Personal Property.

1. **While on the Insured Premises**-This policy covers personal property owned by or in the care of an *insured*. At *your* option, the personal property of guests and *domestic employees* is covered while on the portion of the *insured premises* occupied exclusively by an *insured*.
2. **While Away from the Insured Premises**-You may apply the Coverage C-Personal Property amount of insurance to cover personal property owned or used by an *insured* anywhere in the world. This provision does not increase the Coverage C-Personal Property amount of insurance.
3. **While Away from the Insured Premises at Any Other Insured's Residence**-Coverage for personal property usually located at an *insured's residence*, other than the residence on the *insured premises*, is 10% of the amount of insurance for Coverage C-Personal Property or \$2,500, whichever is greater. This provision does not increase the Coverage C-Personal Property amount of insurance.
4. **Personal Property in a Newly Acquired Principal Residence**-Personal property in a newly acquired principal *residence* is not subject to the 10% or \$2,500 limitation (as set forth in Coverage C, Section 3-While Away from the *Insured Premises* at Any Other *Insured's Residence*) for 30 days immediately after *you* begin to move the property to the new principal *residence*. This provision does not increase the Coverage C-Personal Property amount of insurance.
5. **Limitations on Certain Property**-These special limits do not increase the Coverage C amount of insurance. The special limit for each category below is the total limit per *occurrence* for all property in that category:

- a. \$100 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins, medals and numismatic property;
  - b. \$500 on securities, commercial paper, stamps, philatelic property, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works and other valuable papers. Commercial paper means drafts, checks, certificates of deposit and notes other than bank notes, including negotiable orders of withdrawal. This special limit is applicable to these properties whether they exist on paper, computer record or any other media and it includes the cost to research or replace the information or material;
  - c. \$500 for loss by theft of jewelry, watches, precious and semi-precious stones, gems and furs;
  - d. \$1,000 for loss by theft of guns;
  - e. \$500 on watercraft including their trailers, equipment, accessories and outboard motors;
  - f. \$500 on trailers not used with watercraft;
  - g. \$1,000 for loss by theft of silverware, goldware, pewterware and items plated with gold or silver;
  - h. \$5,000 on *motorized vehicles* not used in the *farm operations* and used exclusively to service the *insured premises*. However, this coverage does not apply to *motorized vehicles* designed for or licensed for use on public roads;
  - i. \$1,000 on grave markers;
  - j. \$1,000 on electronic apparatus and its accessories when loss or damage occurs:
    - 1) while in or on a *motorized vehicle* if that electronic apparatus is adapted for operation from the electrical system of a *motorized vehicle* and by other electrical source(s);
    - 2) while away from a *motorized vehicle* if that electronic apparatus is adapted for operation from the electrical system of any *motorized vehicle* and by other electrical source(s). The electronic apparatus must be away from the *insured premises*. This limit also applies to electronic apparatus used for *business* purposes; and
  - k. \$250 on property, away from the *insured premises*, used at any time or in any manner for any *business* purpose.
- The following property is covered only while on the *insured premises* and is limited to the amounts stated:
- a. \$500 on *business* property of any *insured*;
  - b. \$500 on dismantled camper bodies; and
  - c. \$1,000 on *your* property consisting of domestic appliances in an apartment which *you* rent or hold for rental to others.

**Coverage C does not cover:**

- a. property that is separately scheduled under this or any other insurance;
- b. farm personal property, owned utility poles, irrigation systems and their equipment, and animals, insects, birds and fish;
- c. *motorized vehicles* including their parts and equipment, except those personal, *non-farm vehicles*:
  - 1) used exclusively to service the *insured premises* subject to the Limitations on Certain Property; or
  - 2) designed and used for assisting the handicapped;
- d. aircraft and parts. Model or hobby aircraft not used or designed to carry people or cargo are excepted;
- e. *business* property while away from the *insured premises* (except as included under Limitations on Certain Property above);
- f. property of roomers, boarders and other tenants;
- g. antennas (including satellite dishes and their control apparatus) their lead-in wiring, accessories, masts and towers, except as included under Incidental Property Coverages;
- h. trees, plants, shrubs and lawns, except as included under Incidental Property Coverages;
- i. electronic devices, accessories or antennas designed for operation solely from the electrical system of a *motorized vehicle*, farm equipment or watercraft. This includes films, tapes, wires, discs, records or other media for use with such devices;
- j. loss from *credit cards* or other fund transfer cards, except as specifically covered under this policy;
- k. property in an apartment regularly rented or held for rental to others by an *insured*, except as specifically covered under this policy;
- l. property rented or held for rental to others off the *residence premises*, except as specifically covered under this policy;
- m. 1) books of account, drawings or other paper records; or
  - 2) electronic data processing tapes, wires, records, discs or other software media containing *business* data or data used in connection with *farming operations*. However, *we* do cover the cost of blank or unexposed records and media.

**Coverage D-Additional Expense and Loss of Rent Coverage.**

*We* pay any necessary and reasonable increase in expenses *you* incur to maintain the normal standard of living of *your* household if the *residence* or a portion of the *residence* is made unfit for occupancy by a covered loss. *We* pay only for the period of time reasonably required to make the *residence* fit for occupancy or to settle *your* household in new quarters, whichever is less. This period of time is not limited by the policy period.

*We* pay for any loss of rents actually sustained by *you* if the part of the *residence* rented to others is made unfit for occupancy due to a covered loss. *We* pay only for the period of time reasonably required to make the *residence* fit for occupancy or until *your* household is permanently relocated, whichever is less. Loss of rents is the amount *you* would have received less the charges and expenses that do not continue while the *residence* is unfit for occupancy. This period of time is not limited by the policy period.

*We* pay *your* additional expenses and loss of rents for a period of up to two weeks if the premises immediately adjoining the *insured premises* are damaged by a cause of loss covered by this policy, and *you* are prohibited by order of civil authority from using the *residence*. This period of time is not limited by the policy period.

Under this coverage, *we* do not pay expenses due to cancellation of any lease or written or oral agreement.

**INCIDENTAL PROPERTY COVERAGES (Applicable to Coverages A, B, and C).**

This policy provides the following Incidental Property Coverages. These incidental coverages are subject to all of the *terms* of the applicable Principal Property Coverages A, B, or C. These incidental coverages do not increase the amount of insurance stated for the Principal Property Coverages.

1. **Antenna Coverage-***We* pay up to \$500 for direct loss by covered causes of loss to antennas (including satellite dishes and their control apparatus) their lead-in wiring, accessories, masts and towers.
2. **Condominium Unit-Owner Additions-**If the *insured premises* are a condominium unit, *you* may apply up to 10 percent of the Coverage C amount of insurance to cover direct loss by covered causes of loss to permanent fixtures, alterations or additions *you* own within *your* condominium unit. This does not include parts of the building structure, or other property such as utility lines, situated in easements within the unit.
3. **Credit Card, Forgery and Counterfeit Money:**
  - a. *We* pay up to \$1000 for loss sustained by an *insured* when such *insured*:
    - 1) becomes legally obligated to pay for the unauthorized use of *credit cards* issued or registered in the *insured's* name;
    - 2) suffers a loss through the forgery or alteration of checks, drafts, certificates of deposit and notes including negotiable orders of withdrawal; or
    - 3) accepts, in good faith, counterfeit United States or Canadian paper currency.
  - b. *We* do not pay for loss if:
    - 1) the *insured* has not complied with the *terms* under which the *credit card* was issued;
    - 2) the loss is caused by the dishonesty of an *insured*;
    - 3) the loss results from *business* activities or *farming operations* of an *insured*;
    - 4) the loss occurs while a person, not an *insured*, has possession of the *credit card* with an *insured's* permission.
4. **Fire Department Service Charge** (not applicable in Arizona, New Hampshire, New Mexico or New York)-  
*We* pay up to \$500 for charges *you* are obligated to pay when a fire department is called to protect the *insured premises* from covered causes of loss.
5. **Owned Utility Poles-***We* pay up to \$1,000 for direct physical loss or damage to utility poles, owned by *you* and located on *your* premises, that support utility or communications transmissions or provide lighting to the *insured premises*. This includes disconnects, panel boxes, wiring or other electrical support apparatus mounted on the owned utility pole. Causes of loss that apply to Coverage C also apply to owned utility poles.
6. **Reasonable Repairs-***We* will pay the reasonable cost incurred by *you* for necessary repairs made solely to protect covered property from further damage if a covered cause of loss causes the loss. This coverage does not increase the amount of insurance that applies to the property being repaired.
7. **Removal.**
  - a. **Emergency Removal:**
    - 1) *We* pay for loss to covered property while removed from the *insured premises* for preservation from damage from covered causes of loss. Such property is covered against direct physical loss, not specifically excluded under this policy, for a period up to five days. It is covered against loss from covered causes of loss for an additional 25 days. This coverage does not extend past the expiration date of the policy.
    - 2) *We* pay up to \$250 for towing charges to move a covered manufactured home endangered by a covered cause of loss.
  - b. **Debris Removal-***We* pay for the removal of debris of covered property following a covered loss.

This coverage does not include costs to:

- 1) extract pollutants from land or water; or
- 2) remove, restore or replace polluted land or water.

**We** will also pay **your** reasonable expense for the removal of fallen trees from the **insured premises** if:

- a. coverage is not afforded under Incidental Property Coverages-Trees, Plants, Shrubs and Lawns for the cause of loss; or
- b. the tree is not covered by this policy;

provided the tree damages property described under Coverage A-Residence and/or Coverage B-Scheduled Private Structures on the Premises and a covered cause of loss under Coverage C causes the tree to fall.

The amount of insurance will not be more than \$500 in the aggregate for any one loss.

8. **Tenant's Improvements and Betterments**-If **you** are a tenant, **you** may apply up to 10 percent of the Coverage C amount of insurance to cover direct loss by covered causes of loss to permanent fixtures, alterations and additions installed on the **insured premises** and made or acquired at **your** expense.

9. **Trees, Plants, Shrubs and Lawns**-**You** may apply up to 10 percent of the Coverage C amount of insurance to cover trees, plants, shrubs and lawns on the **insured premises**. **We** pay only for loss caused by the following causes of loss: Fire, Lightning, Explosion, Riot, Civil Commotion, Aircraft, Vehicles not owned or operated by an occupant of the **insured premises**, and (if covered under this policy) Vandalism, Malicious Mischief or Theft. **We** do not pay more than \$500 for any one tree, plant, shrub or lawn including the cost of removing the debris of the covered item.

**We** do not cover trees, plants, shrubs or lawn:

- a. grown for **business** or **farming** purposes; or
- b. located more than 250 feet from the **residence** on the **insured premises**.

10. **Driveways, sidewalks and permanently installed yard fixtures that are not contiguous with the residence**-**We** pay up to \$1,000 for direct loss to driveways, sidewalks and permanently installed yard fixtures by covered causes of loss applicable to Coverage A. This does not apply to owned utility poles.

#### COVERAGE E-SCHEDULED FARM PERSONAL PROPERTY.

#### COVERAGE F-FARM STRUCTURES AND ADDITIONAL FARM DWELLINGS.

#### COVERAGE G-UNSCHEDULED FARM PERSONAL PROPERTY (BLANKET).

##### Coverage E-Scheduled Farm Personal Property.

**We** cover the classes or items of scheduled farm personal property located on the **insured premises** and for which an amount of insurance is shown. This coverage is subject to all policy **terms** and it provides coverage for:

##### 1. Machinery

a. **Mobile machinery** insured as a class is covered while on the **insured premises** or while temporarily off premises but within 100 miles thereof. **Your** recovery is limited to the lesser of the actual cash value of loss or \$1,000 per item of **mobile machinery** per covered **occurrence**. **We** do not cover combines, corn pickers, crop driers, harvesters, hay balers, potato diggers or pickers, sawmill equipment, threshing machines or tractors;

b. **Specifically insured machinery** is covered while on the **insured premises** or while temporarily off premises but within 100 miles thereof;

##### 2. Farm Animals

a. **Farm animals** insured as a class are covered while on the **insured premises** or while temporarily off premises but within 100 miles thereof. **Your** recovery is limited to the lesser of the actual cash value of loss or \$1,000 per head; meaning animals in excess of one year of age. Animals of less than one year of age are considered a half head and **your** recovery is limited to the lesser of the actual cash value or \$500 per **occurrence**. When **poultry** is covered, **your** recovery for covered loss of **poultry** is limited to the lesser of the actual cash value or \$5 per bird, not to exceed \$1,000 for covered loss to **poultry** per **occurrence**.

b. **Specifically insured farm animals** are covered while on the **insured premises** or while temporarily off premises but within 100 miles thereof.

3. **Grains** meaning grains; flax, threshed seeds and beans. When grains are cut and piled in stacks or swaths in the open, they are covered only for direct loss by fire or lightning.

4. **Hay**-meaning hay, straw, or fodder.

5. other scheduled farm property owned by **you** and used in **your farming operation**.

6. temporary or portable buildings, but, only when not covered by other insurance.

##### Coverage F-Farm Structures and Additional Farm Dwellings.

**We** cover the items of farm real property located on the **insured premises** and for which an amount of insurance is shown. This coverage is subject to all policy **terms** and it includes:

1. those structures shown on the schedule;

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2. any attached shed or other permanent addition and fixtures included within;
3. silos, whether or not attached or adjacent to any *farm structure*, but only when specifically scheduled; and
4. tenant's improvements and betterments, when applicable.

**Coverage G-Unscheduled Farm Personal Property (Blanket).**

*We* cover unscheduled farm personal property located on the *insured premises* and for which an amount of insurance is shown. These additional *terms* apply:

1. **unscheduled mobile machinery** is covered while on the *insured premises* or while temporarily off premises but within 100 miles thereof. *Your* recovery is limited to the lesser of the actual cash value of loss or \$1,000 per item of unscheduled *mobile machinery* per covered *occurrence*. *We* do not cover combines, corn pickers, crop driers, harvesters, hay balers, potato diggers or pickers, sawmill equipment, threshing machines or tractors;
2. **unscheduled farm animals** are covered while on the *insured premises* or while temporarily off premises but within 100 miles thereof. *Your* recovery is limited to the lesser of the actual cash value of loss or \$1,000 per head; meaning animals in excess of one year of age. Animals of less than one year of age are considered a half head and *your* recovery is limited to the lesser of the actual cash value or \$500 per *occurrence*. When *poultry* is covered, *your* recovery for covered loss of *poultry* is limited to the lesser of the actual cash value or \$5 per bird, not to exceed \$1,000 for covered loss to unscheduled *poultry* per covered *occurrence*.
3. **grains**-meaning grains; flax, threshed seeds and beans. *Your* recovery is limited to direct loss or damage by covered causes of loss to harvested grains stored within *farm structures* on *your premises*. *We* do not pay more than the lesser of the actual cash value of loss or \$2,000 per loss of grains per covered *occurrence*. *We* do not pay more than the lesser of the actual cash value of loss or \$1,000, when grains are cut and piled in stacks or swaths in the open. Grains in the open are covered only for direct loss by fire or lightning.
4. **hay**-meaning hay, straw, or fodder. *Your* recovery is limited to direct loss or damage by covered causes of loss to harvested hay stored within *farm structures* on *your premises*. *We* do not pay more than the lesser of the actual cash value of loss or \$2,000 per loss of hay per covered *occurrence*. *We* do not pay more than the lesser of the actual cash value of loss or \$1,000 per covered loss when hay is cut in swaths, compacted into bales or when piled in stacks or otherwise stored in the open. Hay in the open is covered only for direct loss by fire or lightning.

**WHAT WE DO NOT PAY FOR UNDER COVERAGES E, F AND G.**

*We* do not pay for:

1. Property covered under Coverages A, B, C, or D or Incidental Property Coverages pertaining to those coverages;
2. Property more specifically insured in this policy or elsewhere;
3. Antennas (including satellite dishes) their lead-in wiring, accessories, masts, owned utility poles and towers, unless the item is specifically scheduled under Coverage E;
4. Trees, plants, shrubs and lawns, unless the item is specifically scheduled under Coverage E;
5. Tobacco, cotton, vegetables, root crops, bulbs, fruit and nursery stock, unless the item is specifically scheduled under Coverage E;
6. Contents of potato, onion, bulb or fruit cleaning, grading, sorting, packing or storage buildings, unless the item is specifically scheduled under Coverage E;
7. Race horses, show horses and show ponies, unless the item is specifically scheduled under Coverage E;
8. Contents of heated chicken fryer or broiler houses, laying houses, *poultry* brooder houses, duck or turkey houses including fowl therein, unless the item is specifically scheduled under Coverage E;
9. Fences, windmills, windchargers and their towers, unless the item is specifically scheduled under Coverage E;
10. **Motor vehicles, non-farm vehicles**, camper bodies, watercraft, aircraft and sawmill equipment;
11. Animals other than *farm animals*;
12. Bulk milk tanks, bulk feed tanks, barn cleaners, unless the item is specifically scheduled under Coverage E;
13. pasteurizers, boilers, silo unloaders and any permanent fixtures attached to or within the building, other than sheds and additions as described under Coverage F-*Farm Structures*, unless the item is specifically scheduled under Coverage E or F;
14. Crops in the open, standing or otherwise, unless the item is specifically scheduled under Coverage E;
15. Portable buildings and portable structures excepting portable buildings addressed under Coverage G-Unscheduled Farm Personal Property, private power and light poles, towers and irrigation equipment unless the item is specifically scheduled under Coverage E or F;
16. Farm operations records, unless the item is specifically scheduled under Coverage E;
17. Electronic devices, accessories or antennas that may be operated from the electrical system of a *motorized vehicle*, farm equipment or watercraft, unless permanently installed. *We* do not pay for films, tapes, wires, discs, records or other media for use with such devices;

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18. The contents of a rice warehouse, rice drying house, cotton gin building belonging to a cotton gin plant or located on gin premises, or machinery, vehicles or implements that are part of these operations;
19. Property while stored or being processed in public elevators or warehouses, seed houses, drying plants or manufacturing plants;
20. Farm personal property with an actual cash value in excess of \$2,000, unless the item is specifically scheduled under Coverage E;
21. Land;
22. Underground or surface water;
23. Property in public sales barns or stockyards, packing plants or slaughter houses; and
24. Property in the custody of a common or contract carrier, except as provided under Incidental Property Coverages.

**INCIDENTAL PROPERTY COVERAGES: (Applicable to Coverages E, F, and G).**

This form provides the following Incidental Property Coverages. These incidental coverages are subject to all the *terms* of Coverages E, F and G. These incidental coverages do not increase the amount of insurance stated for Coverages E, F and G.

1. **Additionally Acquired Farm Animals**-recovery applies only when death or necessary immediate destruction of additionally acquired *farm animals* arises from *specified causes of loss*. *We* do not pay more than the lesser of actual cash value or \$1,000 per additionally acquired *farm animal*. Animals of less than one year of age are considered a half head and *your* recovery is limited to the lesser of the actual cash value or \$500 per *occurrence*. This coverage applies for 30 days from the date of acquisition or until the expiration of the policy, if it occurs first. To continue coverage, *you* must report the acquisition to *us* and pay the premium due. Replacement animals are covered on the same *terms* as the *farm animals* they replaced. This insurance is excess over any other valid and collectible insurance available to *you*.
2. **Away from Premises.**
  - a. *Farm produce and supplies*-*You* may apply up to 10% of the amount of insurance for *farm produce and supplies* to cover such property off, but within, 100 miles of the *insured premises*.
  - b. *We* pay up to \$1,000 for covered loss to grain, threshed seeds, threshed beans, hay, straw, fodder, silage, ground feed and manufactured and compounded stock foods, except while stored or being processed in public elevators or warehouses, seed houses, drying plants or manufacturing plants.
3. **Borrowed or Leased Equipment**-meaning *mobile machinery* owned by others, used in *your farming operations* and in which *you* do not have an ownership or lienholder interest. *Your* recovery is limited to direct loss or damage by *specified causes of loss* to borrowed or leased equipment in *your* possession. *We* do not pay more than the lesser of the actual cash value of loss or \$2,000, per item of borrowed or leased equipment per covered *occurrence*.
  - a. This does not apply to *mobile machinery* from an implements dealer left for trial or demonstration; and
  - b. to any leased or borrowed vehicle, which if licensed and registered, qualifies as an *automobile*.
4. **Debris Removal**-*we* pay for the removal of debris of covered property following a covered loss.
 

This coverage does not include costs to:

  - a. extract pollutants from land or water; or
  - b. remove, restore or replace polluted land or water.

*We* will not pay any more under this debris removal coverage than 25 percent of the amount *we* pay for the direct loss or damage. *We* will not pay more for loss to property and debris removal combined than the amount of insurance for the property.

*We* will not pay any expenses unless they are reported to *us* within 180 days of the direct physical loss or damage to covered property.
5. **Emergency Removal.**
  - a. *We* pay for loss to covered property while removed from the *insured premises* for preservation from damage from covered causes of loss. Such property is covered against loss from covered causes of loss for 30 days. This coverage does not extend past the expiration date of the policy.
  - b. *We* pay up to \$250 towing charge to move a covered mobile structure endangered by a covered cause of loss.
6. **Fire Department Service Charge**-(not applicable in Arizona, New Hampshire, New Mexico or New York).
 

*We* pay up to \$500 for charges *you* are obligated to pay when a fire department is called to protect the *insured premises* from a loss caused by covered causes of loss.
7. **Glass Breakage**-when no other coverage applies, *we* pay up to \$250 for breakage of any glass windshield or side plate and not more than \$500 in any one *occurrence* for replacement of glass in the cabs of *your* covered farm machinery.

8. **Materials and Supplies**-we pay up to \$10,000 for a loss to materials and supplies from *specified causes of loss*. This includes all materials and supplies, on or adjacent to the *insured premises*, intended to be used in the construction, alteration or repair of a covered building or *farm structure*.
9. **Property of Others In Your Care, Custody or Control While On the Farm Premises**-you may apply up to 2% of the *farm produce and supplies* amount of insurance, up to \$1,000, to cover *farm produce and supplies* of others in *your* care, custody or control.  
This coverage applies only if loss or damage is caused by *specified causes of loss*. This coverage is excess over any other insurance.
10. **Repairs**-we cover the cost of repairs that are reasonable and necessary to protect covered property from further damage after damage from a covered loss. *We* will not pay more for loss to property and repairs combined than the amount of insurance for the property.
11. **Subsequently Acquired Mobile Machinery**-the following insurance shall be excess over any other valid and collectible insurance available to the *insured*.
  - a. **Mobile Machinery**-when *your* mobile machinery is insured, *we* cover newly acquired *mobile machinery*, which is not a replacement item, for causes of loss applicable to *your* mobile machinery. The amount of insurance is not more than \$15,000 on all newly acquired *mobile machinery*. This coverage applies for 30 days from the date of acquisition or until the expiration date of the policy, if it occurs first.  
Within 30 days of acquisition, the *insured* must report the acquisition to *us*. The *insured* must give *us* a full description of the new machinery and pay the additional premium required.  
*We* do not cover subsequently acquired *non-farm vehicles*, brooders, fences, windmills or windchargers or their towers.
  - b. **Specifically Insured Machinery**-this policy covers items acquired as replacement for *specifically insured machinery* for causes of loss applicable to that *specifically insured machinery*.  
The amount of insurance is the lesser of the amount of insurance specified for the replaced item plus \$15,000, or the actual cash value. The additional \$15,000 amount applies for 30 days from the date of acquisition or until the expiration date of this policy, if it occurs first.  
Within 30 days of acquisition, the *insured* must report the acquisition to *us*. The *insured* must give *us* a full description of the new machinery and pay the additional premium required. If this is not done, the amount of insurance for the replaced item applies.
12. **Property in the Custody of a Common or Contract Carrier**-we pay for loss to property covered under Coverages E or G while it is in the custody of a common or contract carrier and within 100 miles of the *insured premises*. The loss must be caused by *specified causes of loss*. *We* will pay up to \$1,500 per *occurrence*.
13. **Signs**-we pay up to \$500 per *occurrence* for loss to outdoor signs related to the *farming operation*. The loss must be caused by *specified causes of loss*.
14. **Farm Operations Records**-we pay up to \$1,500 per *occurrence* for expenses *you* incur to reproduce, replace, or restore *your farm operations* records damaged by *specified causes of loss*. This includes the research necessary to obtain data.

#### EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

*We* do not pay for loss caused directly or indirectly by any of the following exclusions. The loss is excluded regardless of any other causes or events that contribute to or aggravate the loss either before the loss, at the same time as the loss or after the loss.

1. **Ordinance or Law**-means loss or increased cost resulting from enforcement of any code, ordinance or law regulating the use, construction, repair, or demolition of a building or other structure. When breakage of glass is covered by this policy, *we* pay to replace damaged glass with safety glazing materials where required by code, ordinance or law.
2. **Civil Authority**-means loss, including seizure, confiscation or destruction of property, caused by order of any civil authority.  
*We* pay for loss resulting from acts of destruction by civil authority to prevent the spread of fire as long as the fire did not originate from a cause of loss excluded by this policy.
3. **Nuclear Hazard**-means loss caused by nuclear reaction, nuclear radiation or radioactive contamination (whether controlled or uncontrolled and whether caused by, contributed to or aggravated by any cause of loss covered by this policy). Loss caused by nuclear hazard shall not be considered loss caused by fire, explosion or smoke. However, direct loss by fire resulting from the nuclear hazard is covered.
4. **War**-means undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure or use of property for a military purpose. It includes any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

- d. the cost of repairing or replacing the property with materials of equivalent kind and quality to the extent practicable;
  - e. the amount computed after applying the deductible or other limitation applicable to the loss; or
  - f. (applies to manufactured homes only at **your** option) the amount equal to the difference between the actual cash value of the property immediately before the loss and its actual cash value immediately after the loss.
4. **Coinsurance.**
- a) **Coinsurance Applicable to Coverage E**  
*Our* amount of insurance when an item is covered as part of a class is that proportion of the loss which the amount of insurance for that class bears to 80% of the actual cash value of all property covered under that class at the time of loss. Coinsurance does not apply to specifically insured items.  
The value of items acquired, not as replacement items, within the previous 30 days shall be excluded from the above calculation.
  - b) **Coinsurance Applicable to Coverage G.**  
*We* pay no more than that proportion of the loss to covered property that the Coverage G-Unscheduled Farm Personal Property (Blanket) amount of insurance bears to 80% of the actual cash value of the farm personal property at the time of loss. Any property more specifically insured in this policy or elsewhere shall be excluded from this calculation.  
The calculation of the actual cash value of the farm personal property at the time of loss shall not include the value of farm property acquired, not as replacement items, within the previous 30 days.
5. **Loss to a Pair or Set**-If there is loss to an article which is part of a pair or set, *we* are only liable for a reasonable proportion of the value of the entire pair or set, and the loss is not considered a total loss of the pair or set.
6. **Tenant's Improvements and Betterments**-will be valued at:
- a. actual cash value of the lost or damaged property if repaired or replaced at **your** expense within a reasonable time;
  - b. a portion of **your** original cost if **you** do not make repairs. *We* will determine the proportionate value in the following manner:
    - (1) multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (2) divide the amount determined in (1) above by the number of days from the installation of improvements to the expiration of the lease.If **your** lease contains a **renewal** option, the expiration of the **renewal** option period will replace the expiration of the lease in this procedure.
  - c. nothing if others pay for repairs or replacement.
7. **Deductible.**  
The deductible applies to all covered causes of loss unless otherwise stated in the Declarations or any endorsement.
- a. *We* pay only that part of the loss in excess of the deductible stated in the Declarations or endorsement. Not more than one deductible applies per loss but:
    - (1) If this policy covers more than one building, the deductible applies separately to each building.
    - (2) If this policy covers only **your** personal property, the deductible applies separately to **your** property in each building.
  - b. If coverage is otherwise restricted by special amounts of insurance, *our* liability must be separately computed under both the deductible and the special amount of insurance. *We* pay the lesser of the two amounts.
  - c. If the same deductible amount applies to **your** building, and personal property within that building, one deductible shall apply to the loss for the building and property within that building; otherwise, the greater of any applicable deductibles shall apply.
  - d. The Coverage A deductible applies to all Incidental Property Coverages (Applicable to Coverages A, B and C) except Credit Card, Forgery and Counterfeit Money, Fire Department Service Charge, Owned Utility Poles and Reasonable Repairs.
  - e. A \$250 deductible applies to all Incidental Property Coverages (Applicable to Coverages E, F and G) except Fire Department Service Charge and Repairs.
8. **Insurance Under More Than One Coverage**-If more than one coverage of this policy covers the same loss, *we* pay no more than the actual claim, loss or damage sustained.
9. **Insurance Under More Than One Policy.**
- a. **You** may have other insurance subject to the same plan, **terms**, conditions and provisions as the insurance under this policy. If **you** do, *we* will pay *our* share of the covered loss or damage. *Our* share is the proportion that the applicable amount of insurance under this policy bears to the total amount of all insurance covering on the same basis.

- b. If there is other collectible insurance covering the same loss or damage, other than that described in a. above, **we** will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But **we** will not pay more than the applicable amount of insurance.
- c. When tort liability is involved, this insurance is excess over other valid and collectible insurance that applies to the loss or claim.
10. **Restoration of Amount of Insurance**-Any loss **we** pay under this policy does not reduce the amount of insurance applying to a later loss.
11. **Electronic Data Processing Software and Media**- **We** will pay up to \$1,000 for covered loss to software and media. **We** will pay the amount incurred to replace media in blank form and the cost of commercially available software.
12. **Under Coverage L and Coverage M**-The limits of liability stated in the Declarations are the maximum amounts **we** pay for loss in a single **occurrence** under these coverages, regardless of the number of:
- persons covered under this policy;
  - parties who sustain injury or damage; or
  - claims made or suits brought.
- Payment of a claim under the Coverage M coverage does not constitute an admission of liability under the Coverage L.

#### PAYMENT OF LOSS OR CLAIM.

1. In the event of loss or damage to property covered under this policy, **we** will:
- pay the loss in money; or
  - rebuild, repair or replace with property of equivalent kind and quality, to the extent practicable, within a reasonable time.
  - take all or any part of damaged property at the agreed or appraised value. Any property paid for or replaced shall become **our** property.
- We** will give notice of **our** intent to rebuild, repair or replace within 30 days after receipt of a duly executed proof of loss.
2. **Your Property**-**We** will adjust all losses with **you**. A covered loss will be payable after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with **you** or the filing of an appraisal award with **us**. Payment will be made to **you** unless another loss payee is named in the policy.
3. **Additional Expenses**-If the **insured premises** are made unfit for occupancy for more than one month, covered expenses will be paid on a monthly basis upon submission of reasonable proof of **your** expenses.
4. **Property of Others**-Losses to property of others may be adjusted with **you**. **We** reserve the right to adjust with and pay to the owners. Payment to the owners satisfies **our** obligation to **you** for loss to this property. **We** may also choose to defend **you** against any suits arising from claims of the owners of property.
5. **Liens for Unpaid Taxes**.
- We** may be required by the Insurance Law to deduct the claim of any tax district from the amount **we** pay **you** for a loss by fire.
- To the extent **we** pay any tax district the amount certified as **your** unpaid taxes, **we** are no longer obligated to pay this amount to **you**.
- Our** payment of such claim to the tax district within the required time from the receipt of a certificate of lien shall be considered by **you** and **us** that such claim was valid and properly paid.
6. **Liability Coverages**-Any person who has secured a judgment against an **insured** for a covered loss or has liability established by a written agreement between the claimant, an **insured** and **us**, is entitled to recover under this policy to the extent of coverage provided.

#### WHAT YOU MUST DO IN CASE OF LOSS.

1. **Notice**.
- In case of a loss or if **you** become aware of anything that indicates there might be a claim under this policy, **you** must:
    - as soon as practicable give **us** or **our** agent notice (in writing if requested);
    - as soon as practicable notify the police when the act causing the loss is also a violation of law;
    - notify the **credit card** company, if the loss involves **credit cards**.
  - The notice to **us** must state:
    - your** name, the kind of policy, policy number and the time, place and circumstances of the loss; and
    - names and addresses of any potential claimants or witnesses.

2. **Protect Property-You** must take all reasonable steps to protect covered property at and after a covered loss to avoid further damage. *We* pay for repairs which are reasonable and necessary to protect the property from further damage, provided the *insured* keeps an accurate record of such expenses. These payments do not increase the amount of insurance otherwise applicable to the loss.
3. **Cooperation-You** must cooperate with *us* in performing all acts required by this policy. In the event of a loss, *we* reserve the right to take samples of the damaged building(s) and personal property for inspection and analysis.
4. **Volunteer Payments-You** must not, except at *your* own cost, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses.
5. **Proof of Loss-You** must submit to *us* proof of loss (sworn to by *you* if requested) within 60 days after our request, containing the following information:
  - a. the time, place and circumstances of loss;
  - b. *your* interest and the interests of all others in the property involved, including all mortgages and liens on the covered property;
  - c. other policies of insurance that may cover the loss on the property;
  - d. changes in title or occupancy of the property during the policy period;
  - e. available plans and specifications of buildings or structures;
  - f. detailed estimates for repair or replacement of damaged property; and
  - g. if requested, an inventory of damaged property showing in detail the quantity, description, cost, actual cash value and amount of loss. *You* must attach to the inventory copies of all bills, receipts and related documents that substantiate the inventory.
6. **Additional Duties-You** must:
  - a. if requested, permit *us* to question each *insured* separately under oath at such times as may be reasonably required about any matter relating to this insurance or *your* claim, including *your* books and records. In such event, *your* answers must be signed.
  - b. exhibit the damaged property as often as *we* reasonably request and allow *us* to take samples for testing or analysis;
  - c. produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss and expenses and permit copies and extracts to be made of them as often as *we* reasonably request; and
  - d. assist in enforcing any right of recovery which *you* may have against any party causing the loss.
  - e. produce records supporting loss of rents and receipts to support any additional living expenses; and
  - f. submit evidence or an affidavit supporting a claim under Credit Card, Forgery, and Counterfeit Money coverage stating the amount and cause of loss.
7. **Additional Duties- Liability Coverage**-In the event of an *occurrence* which might result in a claim for *bodily injury* or *property damage* liability under this policy, the *insured* must also do the following:
  - a. promptly forward to *us* copies of all notices, demands or legal papers received in connection with the *occurrence*;
  - b. at *our* request, assist in:
    - 1) making settlements;
    - 2) the conduct of suits or other dispute resolution devices including attending trials and hearings;
    - 3) enforcing any right of contribution or indemnification against any party who may be liable to any *insured* for the injury or damage;
    - 4) securing and giving evidence; and
    - 5) obtaining the attendance of witnesses.
8. **Additional Duties-Medical Payments Coverage**-In case of a covered medical payments loss, the following are also required:
  - a. The injured person or someone acting on such person's behalf must:
    - 1) give *us* written proof of claim (under oath if requested) as soon as practical; and
    - 2) authorize *us* to obtain copies of medical reports and records.
  - b. The injured person shall submit to physical examinations by physicians selected by us when and as often as *we* reasonably require.



## PREMISES ALARM OR FIRE PROTECTION SYSTEM

Refer to Supplemental Declarations if information is not shown on this form.

For a premium credit, *we* provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

The premium for this policy includes a credit for the installation of a fire alarm, burglar alarm or automatic sprinkler system approved by *us* on the *insured premises*. *You* agree to maintain the system in working order and to notify *us* promptly when the system becomes inoperative or has been removed.



### SCHEDULE OF FARM STRUCTURES AND ADDITIONAL FARM DWELLINGS-COVERAGE F

Refer to the Supplemental Declarations if information is not shown on this form.  
The coverage under this endorsement is subject to the *terms* contained in the General Policy Provisions.

Location of *Insured Premises* \_\_\_\_\_  
Loc. # 1: 71 Tonjes Rd Callicoon, NY 12723 - Sullivan County

*We* cover only the following classes or items of property for which a specific amount of insurance is shown. *Our* liability shall not exceed such amount of insurance. This coverage is subject to the *terms* of the policy applying to Coverage F. Please note, ML-6F applies unless another cause of loss form option is indicated below.

<u>Item No.</u>	<u>Amt of Ins</u>	<u>Cause of Loss Form</u>	<u>Ded Amt</u>	<u>RC Settlement</u>	<u>Description</u>
2	\$150,000	ML6F	\$2,500	[ ]	On Bldg. #2 Barn Frame Two Story Barn with Stone Foundation

3	\$100,000	ML3F	\$2,500	[ ]	On Bldg. #3 Private, Non-Farm Structure
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\$250,000 **Total Amount of Insurance**



## **RAW MILK AND RAW MILK PRODUCTS EXCLUSION**

Refer to Supplemental Declarations if information is not shown on this form.

This endorsement is subject to the *terms* contained in the General Policy Provisions and the appropriate liability coverages.

### **WHAT WE DO NOT PAY FOR**

The following exclusion is added to all the liability coverages, including incidental liability coverages, contained in *your* policy.

*Your* liability insurance and any applicable duty *we* have to defend a *suit* does not apply to *bodily injury, property damage, personal injury or advertising injury*, where applicable, which is caused by or results from the:

- a. Production;
- b. Handling;
- c. Processing;
- d. Packaging;
- e. Bottling;
- f. Distribution;
- g. Exchange;
- h. Sale or offer or intent to sell; or
- i. Transport or delivery;

of *raw milk*, organic *raw milk* or certified *raw milk* for direct consumption as *raw milk* or food products made from *raw milk*. This exclusion applies whether the excluded activities take place on the *farm premises, insured premises* or elsewhere.

### **ADDITIONAL DEFINITION**

The following definition applies to this endorsement:

**Raw Milk** means milk obtained from hoofed mammals such as cows, sheep or goats, when left in an unpasteurized state.

All other *terms* and conditions remain unchanged.



## **EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT** **(For Use With Farmowners Policies)**

Refer to Supplemental Declarations if information is not shown on this form.

*We* provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

Policy No. FO 0011795

Named *Insured*: Claude Simon

### **HOW MUCH WE PAY**

*Equipment breakdown* coverage is subject to the policy limit and deductible stated in the Declarations, except as specifically described in this endorsement.

### **COVERED CAUSES OF LOSS**

*We* pay for direct physical loss to covered property caused by *equipment breakdown* as provided by this endorsement.

### **CONDITIONS APPLICABLE TO EQUIPMENT BREAKDOWN**

1. *Equipment breakdown* is added to the covered causes of loss shown in *your* policy.
2. For the coverage provided by this endorsement, the specific *terms* and conditions of this endorsement shall take precedence over any other conflicting *terms* and conditions stated in any other part of *your* policy.
3. The additional *terms* and conditions applicable to the Extensions of Coverage shown below shall be in addition to all other *terms* and conditions of *your* policy.
4. Any specific amounts of insurance shown in this endorsement shall take precedence over any other amounts of insurance or limits of liability shown elsewhere in *your* policy.
5. *Equipment breakdown* coverage does not extend beyond the *insured premises*, except as provided in the Extensions of Coverage for Consequential Loss and Off Premises Coverage for Coverage C.
6. Whenever covered property is found to be in, or exposed to, a dangerous condition, any of *our* representatives may immediately suspend the insurance against loss or damage to that covered property for the causes of loss covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to *your* last known address or the address where the covered property is located.  
Once suspended, *your* insurance can be reinstated only by an endorsement to this policy for that equipment.  
If *we* suspend *your* insurance, *you* will get a pro rata refund of premium. But, the suspension will be effective even if *we* have not yet made or offered a refund.
7. Jurisdictional Inspections – If any covered property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, *we* agree to perform such inspection on *your* behalf. *We* do not warrant that conditions are safe or healthful.

### **WHAT WE PAY FOR**

*Equipment breakdown* means:

1. Direct physical loss or damage originating within:
  - a. Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding: waste disposal piping; any piping forming part of a fire protective system; furnaces; and any water piping other than: boiler feed water piping between the feed pump and the boiler; boiler condensate return piping; or water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes; or

- b. Any mechanical, electrical, electronic or fiber optic equipment; and caused by, resulting from, or consisting of: mechanical breakdown, electrical breakdown, electronic breakdown, rupture, bursting, bulging, implosion, or steam explosion; and
  2. Caused by, resulting from, or consisting of: mechanical breakdown, electrical breakdown, electronic breakdown, rupture, bursting, bulging, implosion, or steam explosion.
- If covered electrical equipment requires drying out as a result of moisture, **we** only pay for the direct expenses incurred of such drying out.

#### WHAT WE DO NOT PAY FOR

1. **Equipment breakdown** will not mean direct physical loss or damage caused by or resulting from any of the following; however, if loss or damage not otherwise excluded results, then **we** will pay for such resulting damage:
  - a. Wear and tear; rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself; smog; settling, cracking, shrinking or expansion; nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals; any accident, loss, damage, cost, claim or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs, or software; scratching and marring; or
  - b. Loss, damage, cost or expense directly caused by, contributed to, resulting from or arising out of the following causes of loss: fire; lightning; combustion explosion; windstorm; hail; weight of ice, snow or sleet; freezing; falling objects; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sinkhole collapse; volcanic action; leakage from fire extinguishing equipment; water; water damage; earth movement; and flood.
2. **Equipment breakdown** coverage excludes scheduled and unscheduled mobile farm machinery and equipment designed for use on or off public roads including but not limited to tractors, combines, loaders, bulldozers, and all-terrain vehicles, including implements and attachments for use with these including but not limited to plows, cutting heads, discs, sprayers, manure agitators or spreaders and bag filling apparatus. This exclusion does not apply to global positioning equipment or monitoring devices mounted on or attached to this equipment, whether they are or aren't factory installed.

#### EXTENSIONS OF COVERAGE

##### 1. CFC Refrigerants

**We** will pay for the additional and necessary cost to repair or replace covered property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances resulting from an **equipment breakdown**.

Additional and necessary costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. **We** also pay for additional loss as described under Consequential Loss or Loss of Income Extensions of Coverage provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

**We** pay no more than the least of the following:

- a. The cost to repair the damaged property and replace any lost CFC refrigerant;
  - b. The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
  - c. The cost to replace the system with one using a non-CFC refrigerant.
- ##### 2. Hazardous Substances Remediation

The following applies despite any Ordinance or Law Exclusion found elsewhere in this policy. This coverage does not apply to damage or contamination caused by any refrigerant, including ammonia.

**We** pay up to \$25,000 for combined Coverages A, B and C or \$100,000 for combined Coverages E, F and G for reasonable expenses **you** incur for clean up and disposal of pollutants generated by a covered **equipment breakdown** and for repair or replacement of covered property which is damaged, contaminated, or polluted by a released substance declared by an authorized governmental agency to be hazardous to health. This Extension of Coverage does not increase the amount of insurance shown on the Declarations page for Coverages A, B and C or Coverages E, F and G.



## **EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT** **(For Use With Farmowners Policies)**

Refer to Supplemental Declarations if information is not shown on this form.

*We* provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

Policy No. FO 0011795

Named *Insured*: Claude Simon

### **HOW MUCH WE PAY**

*Equipment breakdown* coverage is subject to the policy limit and deductible stated in the Declarations, except as specifically described in this endorsement.

### **COVERED CAUSES OF LOSS**

*We* pay for direct physical loss to covered property caused by *equipment breakdown* as provided by this endorsement.

### **CONDITIONS APPLICABLE TO EQUIPMENT BREAKDOWN**

1. *Equipment breakdown* is added to the covered causes of loss shown in *your* policy.
2. For the coverage provided by this endorsement, the specific *terms* and conditions of this endorsement shall take precedence over any other conflicting *terms* and conditions stated in any other part of *your* policy.
3. The additional *terms* and conditions applicable to the Extensions of Coverage shown below shall be in addition to all other *terms* and conditions of *your* policy.
4. Any specific amounts of insurance shown in this endorsement shall take precedence over any other amounts of insurance or limits of liability shown elsewhere in *your* policy.
5. *Equipment breakdown* coverage does not extend beyond the *insured premises*, except as provided in the Extensions of Coverage for Consequential Loss and Off Premises Coverage for Coverage C.
6. Whenever covered property is found to be in, or exposed to, a dangerous condition, any of *our* representatives may immediately suspend the insurance against loss or damage to that covered property for the causes of loss covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to *your* last known address or the address where the covered property is located.  
Once suspended, *your* insurance can be reinstated only by an endorsement to this policy for that equipment.  
If *we* suspend *your* insurance, *you* will get a pro rata refund of premium. But, the suspension will be effective even if *we* have not yet made or offered a refund.
7. Jurisdictional Inspections – If any covered property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, *we* agree to perform such inspection on *your* behalf. *We* do not warrant that conditions are safe or healthful.

### **WHAT WE PAY FOR**

*Equipment breakdown* means:

1. Direct physical loss or damage originating within:
  - a. Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding: waste disposal piping; any piping forming part of a fire protective system; furnaces; and any water piping other than: boiler feed water piping between the feed pump and the boiler; boiler condensate return piping; or water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes; or

- b. Any mechanical, electrical, electronic or fiber optic equipment; and caused by, resulting from, or consisting of: mechanical breakdown, electrical breakdown, electronic breakdown, rupture, bursting, bulging, implosion, or steam explosion; and
  2. Caused by, resulting from, or consisting of: mechanical breakdown, electrical breakdown, electronic breakdown, rupture, bursting, bulging, implosion, or steam explosion.
- If covered electrical equipment requires drying out as a result of moisture, *we* only pay for the direct expenses incurred of such drying out.

#### WHAT WE DO NOT PAY FOR

1. **Equipment breakdown** will not mean direct physical loss or damage caused by or resulting from any of the following; however, if loss or damage not otherwise excluded results, then *we* will pay for such resulting damage:
  - a. Wear and tear; rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself; smog; settling, cracking, shrinking or expansion; nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals; any accident, loss, damage, cost, claim or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs, or software; scratching and marring; or
  - b. Loss, damage, cost or expense directly caused by, contributed to, resulting from or arising out of the following causes of loss: fire; lightning; combustion explosion; windstorm; hail; weight of ice, snow or sleet; freezing; falling objects; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sinkhole collapse; volcanic action; leakage from fire extinguishing equipment; water; water damage; earth movement; and flood.
2. **Equipment breakdown** coverage excludes scheduled and unscheduled mobile farm machinery and equipment designed for use on or off public roads including but not limited to tractors, combines, loaders, bulldozers, and all-terrain vehicles, including implements and attachments for use with these including but not limited to plows, cutting heads, discs, sprayers, manure agitators or spreaders and bag filling apparatus. This exclusion does not apply to global positioning equipment or monitoring devices mounted on or attached to this equipment, whether they are or aren't factory installed.

#### EXTENSIONS OF COVERAGE

##### 1. CFC Refrigerants

*We* will pay for the additional and necessary cost to repair or replace covered property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances resulting from an **equipment breakdown**.

Additional and necessary costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. *We* also pay for additional loss as described under Consequential Loss or Loss of Income Extensions of Coverage provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

*We* pay no more than the least of the following:

- a. The cost to repair the damaged property and replace any lost CFC refrigerant;
  - b. The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
  - c. The cost to replace the system with one using a non-CFC refrigerant.
- ##### 2. Hazardous Substances Remediation

The following applies despite any Ordinance or Law Exclusion found elsewhere in this policy. This coverage does not apply to damage or contamination caused by any refrigerant, including ammonia.

*We* pay up to \$25,000 for combined Coverages A, B and C or \$100,000 for combined Coverages E, F and G for reasonable expenses *you* incur for clean up and disposal of pollutants generated by a covered **equipment breakdown** and for repair or replacement of covered property which is damaged, contaminated, or polluted by a released substance declared by an authorized governmental agency to be hazardous to health. This Extension of Coverage does not increase the amount of insurance shown on the Declarations page for Coverages A, B and C or Coverages E, F and G.

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

### 3. Consequential Loss

**We** pay up to \$25,000 for Coverage C or \$100,000 for combined Coverages E and G for loss of **perishable goods** due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an **equipment breakdown** to covered personal property and farm personal property. The damaged property must be on or within 1,000 feet of the **insured premises** and it must be property owned by **you** or property of others for which **you** are legally liable. This Extension of Coverage does not increase the amount of insurance shown on the Declarations page for Coverage C or Coverages E and G.

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

### 4. Expediting Expenses

**We** pay for the expediting expenses incurred as a result of an **equipment breakdown** with respect to **your** damaged covered property. **We** will pay the reasonable extra cost to make temporary repairs, expedite permanent repairs and expedite permanent replacement.

**Reasonable extra cost** shall mean the extra cost of temporary repair and of expediting the repair of such damaged covered property of the **insured**, including overtime and the extra cost of express or other rapid means of transportation.

### 5. Refrigerant Contamination

**We** pay for loss to covered personal property and farm personal property contaminated by escaping refrigerant caused by an **equipment breakdown** to refrigerating, cooling or humidity control equipment at the **insured premises**. The most **we** pay for Coverage C is \$25,000 or for combined Coverages E and G is \$100,000 for loss or damage covered under this coverage. This Extension of Coverage does not increase the amount of insurance shown on the Declarations page for Coverage C or Coverages E and G.

### 6. Power Interruption

**We** pay for **your** loss of income from the interruption of power or other utility services to covered property on or within 1,000 feet of the **insured premises** as the direct result of an **equipment breakdown** to equipment that is owned by a utility, landlord or other supplier, with whom **you** have a contract to supply **you** with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of **equipment breakdown** except that it is not covered property.

### 7. Loss of Income

**We** pay for **your** loss of income up to \$100,000, or any larger amount endorsed on the policy, resulting directly from the necessary interruption of **your farming** activities caused by an **equipment breakdown**, for up to a 30 day period. The loss of income which shall be the income **your farming** could be reasonably expected to have earned during the period of interruption had no loss occurred less the income **your farming** actually earned during that period. In no event will **we** pay more than the reduction in income less charges and expenses which do not necessarily continue during the period. Coverage also applies to expenses **you** incur to reduce loss of income, not otherwise covered by any other agreement in this policy, but only to the extent that they actually reduce **your** loss of income.

The deductible does not apply to this Extension of Coverage.

Under this Extension of Coverage, income is defined as the sum of:

- a. Net profit;
- b. Payroll expenses;
- c. Taxes;
- d. Interest; and
- e. Rents and all other necessary operating expenses incurred from **your farming** activities.

**You** shall make every reasonable effort to resume complete or partial operation as soon as possible and, where practicable, use substitute facilities and property.

**We** do not pay for any Loss of Income:

- a. Resulting from suspension, lapse or cancellation of any lease, license, contract or order;
- b. Caused directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures; or

c. Caused directly or indirectly by interference by strikers or other persons with rebuilding, repairing or replacing property or with the resumption or continuation of operations.

8. **Green Environmental, Safety and Efficiency Improvements**

If covered property requires repair or replacement due to an *equipment breakdown*, we will pay:

- a. The additional cost to repair or replace that property with property that is better for the environment, safer, or more efficient than the property being repaired or replaced;
- b. The additional reasonable and necessary fees incurred by *you* for an accredited professional certified by a *green authority* to participate in the repair or replacement of physically damaged covered property as *green*;
- c. The additional reasonable and necessary cost incurred by *you* for certification or recertification of the repaired or replaced covered property as *green*;
- d. The additional reasonable and necessary cost incurred by *you* for *green* in the removal, disposal or recycling of damaged covered property; and
- e. The Coverage D loss during the additional time required for repair or replacement of covered property, consistent with *green*, in the coverages above.

However, we will not pay more than 150% of what the cost would have been to repair or replace such property with like kind and quality inclusive of fees, costs, and any Coverage D loss incurred as stated above. This Extension of Coverage does not increase any of the applicable limits. This Extension of Coverage does not apply to any property to which Actual Cash Value applies.

*Green* means products, materials, methods and processes certified by a *green authority* that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

*Green authority* means an authority on *green* buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), *Green Building Initiative Green Globes®*, Energy Star Rating System or any other recognized *green* rating system.

9. **Farm Animals**

We will pay for loss to *farm animals* resulting from an *equipment breakdown*. The most we will pay for *farm animals* is \$25,000 direct loss or consequential loss including suffocation. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of an *equipment breakdown* which take place in a 12-month period (starting with the beginning of the present and annual policy period).

10. **Poultry**

We will pay for loss to *poultry* resulting from an *equipment breakdown*. The most we will pay for *poultry* is \$25,000 for direct loss or consequential loss including suffocation. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of an *equipment breakdown* which take place in a 12-month period (starting with the beginning of the present and annual policy period).

11. **Off Premises Coverage for Coverage C**

We will pay up to \$10,000 for loss or damage to covered personal property as a result of an *equipment breakdown* while temporarily at a premises or location that is not an *insured premises*. This coverage does not apply to any motorized vehicles. This Extension of Coverage does not increase the amount of insurance provided by this endorsement.

All other *terms* and conditions remain unchanged.



## CAUSES OF LOSS SECTION –COVERAGE F (Special Form)

Refer to Supplemental Declarations if information is not shown on this form.

The coverage under this endorsement is subject to the *terms* in the General Policy Provisions. This form applies only where noted on form ML-303, Declarations or Supplemental Declarations.

### WHAT WE PAY FOR

When an amount of insurance is shown, *we* cover the property described under Coverage F-*Farm Structures* and Additional Farm Dwellings, against covered causes of loss. Covered causes of loss means risks of direct physical loss except as limited or excluded by *your* policy. This coverage is subject to all of the *terms* and conditions contained in *your* policy including all endorsements made part of it.

### WHAT WE DO NOT PAY FOR

*We* do 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. **Disruption of Farming Operations**-means loss resulting from the disruption of *farming operations*.
2. **Civil Authority**-means loss, including seizure, confiscation or destruction of property, caused by the order of any civil authority. But, *we* will pay for acts of destruction ordered by government authority and taken at the time of fire to prevent its spread if the fire would be covered under this coverage part.
3. **Earth Movement of any Kind**-including:
  - a. any earth movement (other than sinkhole collapse), such as earthquake, landslide, or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, *we* will pay for that resulting loss or damage.
  - b. volcanic eruption, explosion or effusion, except as specifically addressed by this policy.
4. **Neglect**-means neglect by an *insured* to use all reasonable means to save covered property at and after the time of a loss. It also means neglect by any *insured* to use all reasonable means to save and preserve covered property when endangered by causes of loss not otherwise excluded.
5. **Nuclear Clause**-means this policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, however caused. But if loss or damage by fire results, *we* will pay for that resulting loss or damage.
6. **Ordinance or Law**-means loss or increased cost resulting from enforcement of any code, ordinance or law regulating the use, construction, repair or demolition of a building or other structure, including the cost of removing its debris. When breakage of glass is covered by this policy, *we* pay to replace damaged glass with safety glazing materials where required by code, ordinance or law.
7. **Power Interruption**-means loss from the interruption of power or other utility services resulting from any cause, whether covered under this policy or not, if interruption takes place away from the *insured premises*. *We* pay for loss to covered property by power interruption as the direct result of damage to covered property on the *insured premises* caused by a covered cause of loss.
8. **War**-means undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure or use of property for a military purpose. It includes any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
9. **Water Damage**-means loss caused by:
  - a. flood, surface water, waves, tides, tidal water or overflow of a body of water or spray from any of these all whether wind driven or not;
  - b. water which backs up through sewers or drains;
  - c. water below the surface of the ground pressing on or flowing or seeping through:
    - 1) foundations, walls, floors or paved surfaces;
    - 2) basements, whether paved or not; or
    - 3) swimming pools or other structures.

But if loss or damage by fire or explosion results, *we* will pay for that resulting loss or damage.

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10. **Wear and Tear**-including damage caused by marring or scratching, deterioration, hidden or latent defect, inherent vice, mechanical breakdown, rust, wet or dry rot, corrosion, mildew, mold, contamination or smog.
11. **Dishonest or Criminal Act**-means loss caused by or resulting from any dishonest or criminal act by *you*, any of *your* partners, *employees*, directors, trustees, authorized representatives or anyone to whom *you* entrust the property for any purpose:
  - a. whether acting alone or in collusion with others; or
  - b. whether or not occurring during the hours of employment.
 This exclusion does not apply to acts of destruction by *your employees*; but theft by *employees* is not covered.
12. **Explosion**-*we* do not pay for loss caused by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned, leased by or operated under *your* control.
13. **Machines and Machinery**-*we* do not pay for loss or damage to machines or machinery caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force.
14. **Disappearance**-*we* do not pay for loss resulting from unexplained or mysterious disappearance, or shortage discovered on taking inventory.
15. **Artificially Generated Electrical Currents**-*we* do not pay for loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated except as specifically addressed by this policy.
16. **Delay, Loss of Use or Loss of Market**-*we* do not pay for loss resulting from delay, loss of use, or loss of market.
17. **Voluntary Parting**-*we* do not pay for loss caused by or resulting from voluntary parting with title or possession of any property because of any fraudulent scheme, trick or false pretense.
18. **Animals**-*We* do not pay for loss caused by or resulting from animals, including rodents, insects and birds, except as specifically addressed by this policy.
19. **Freezing, Discharge, Leakage or Overflow**-means that when an additional residence or other building intended for occupancy is vacant, unoccupied or under construction and unoccupied, *we* do not pay for loss by freezing, discharge, leakage or overflow unless *you* have taken reasonable steps to maintain adequate heat or to shut off the water supply and drain all fluids from plumbing or heating systems or domestic appliances.
20. **Freezing, Thawing, Pressure or Weight of Ice or Water**-*we* do not pay for loss to structures, including but not limited to, swimming pools, fences, retaining walls, septic tanks, piers, wharves, foundations, patios and paved areas caused by freezing, thawing, pressure or weight of ice or water, whether wind driven or not.
21. **Seepage or Leakage**-*we* pay for loss by accidental leakage, overflow or discharge of liquids or steam from a plumbing, heating or air conditioning system or domestic appliance. *We* pay the reasonable cost of removal and replacement of the parts of the building necessary to access the system or appliance from which the water or steam escaped. However, *we* do not pay for loss by repeated or continuous seepage or leakage of water or steam from any such system or appliance.
22. **Settling, Cracking, Shrinking, Bulging or Expanding**-*we* do not pay for loss caused by settling, cracking, shrinking, bulging or expanding of a building or manufactured home, paved areas, patios or any other outdoor structures.
23. **Theft**-*we* do not pay for loss caused by theft or attempted theft while a building is under construction and unoccupied nor do *we* pay for loss caused by theft or attempted theft when a building has been vacant for 30 or more consecutive days immediately before the loss.
24. **Vandalism**-*we* do not pay for loss caused by vandalism or breakage of glass or other glazing materials while a building is vacant for 30 or more consecutive days immediately before the loss. A building under construction is not considered vacant.

For other Exclusions, Limitations and Property Not Covered which may effect *your* coverage, see Principal Coverages, Incidental Coverages, and other endorsements added to *your* policy.



## COMMERCIAL CONDITIONS PROVISIONS

### POLICY CONDITIONS

In addition to the policy *terms* which are contained in other sections of this policy, the following conditions also apply.

### CONDITIONS APPLICABLE TO ALL COVERAGES

1. **Assignment**-Assignment of this policy is not valid without *our* written consent.
2. **Cancellations:**
  - a. **By You-You** may cancel this policy at any time by giving *us* written notice or returning the policy to *us* and stating when thereafter the cancellation is to be effective.
  - b. **By Us-We** may cancel this policy by written notice delivered to or mailed to *you* at the address shown in the policy (and to *your* authorized agent or broker if required). Proof of delivery or mailing is sufficient proof of notice. This notice must be delivered or mailed the required number of days prior to the effective date of the cancellation. For a description of the number of days of required notice, refer to: (1) Nonpayment of Premium, (2) New Policy or (3) All Other Situations.
  - c. When **We May Cancel-We** may cancel this policy under the following conditions:
    - (1) **Nonpayment of Premium**-If the premium has not been paid when due, *we* may cancel at any time by delivering or mailing to *you* the required notice at least fifteen days before cancellation is effective. Payment by *you* to the insurer, or to an agent or broker authorized to receive such payment, shall be considered timely if made within fifteen days after the mailing to *you* of a notice of cancellation for **nonpayment of premium**.
    - (2) **New Policy**-If this is a new policy which has been in effect less than sixty days, *we* may cancel for any reason by delivering or mailing the required notice to the first named **insured** at the mailing address shown in the policy at least twenty days before cancellation is effective. If upon review during this time period, *we* find that a statutory provision/provisions for cancellation applies/apply, *we* may cancel this policy by mailing written notice to the first named **insured** at the mailing address shown in the policy at least fifteen days before cancellation is effective.
    - (3) **All Other Situations**-After a **covered policy** has been in effect for sixty days, or upon the effective date if such policy is a **renewal**, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed to the **insured** and such cancellation is based on one or more of the following statutory provisions:
      - (A) **Nonpayment of premium;**
      - (B) Conviction of a crime arising out of acts increasing the hazard insured against;
      - (C) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
      - (D) After issuance of the policy or after the last **renewal** date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against and which occurred subsequent to inception of the current policy period;
      - (E) Material physical change in the property insured, occurring after issuance or last annual **renewal** anniversary date of the policy, which results in the property becoming uninsurable in accordance with the insurer's objective, uniformly applied underwriting standards in effect at the time the policy was issued or last **renewed**; or material change in the nature or extent of the risk, occurring after issuance or last annual **renewal** anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last **renewed**;
      - (F) Required pursuant to a determination by the superintendent that continuation of the present premium volume of the insurer would jeopardize that insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public;
      - (G) A determination by the superintendent that the continuation of the policy would violate or would place the insurer in violation of the law;

- (H) Where the insurer has reason to believe, in good faith and with sufficient cause, that there is a probable risk or danger that the **insured** will destroy, or permit to be destroyed, the **insured** property for the purpose of collecting the insurance proceeds, provided, however, that:
- (i) a notice of cancellation on this ground shall inform the **insured** in plain language that the **insured** must act within ten days if review by the Insurance Department of the ground for cancellation is desired pursuant to item (iii) of this subparagraph (H); and
  - (ii) notice of cancellation on this ground shall be provided simultaneously by the insurer to the Insurance Department; and
  - (iii) upon written request of the **insured** made to the department within ten days from the **insured's** receipt of notice of cancellation on this ground, the Insurance Department shall undertake a review of the ground for cancellation to determine whether or not the insurer has satisfied the criteria for cancellation specified in this subparagraph; if after such review the department finds no sufficient cause for cancellation on this ground, the notice of cancellation on this ground shall be deemed null and void.
- (I) With respect to professional liability insurance policies, revocation or suspension of the **insured's** license to practice his/her profession or, if the **insured** is a hospital, it no longer possesses a valid operating certificate under the applicable section of the public health law.
- d. **We** refund the premium for the unexpired policy period on a pro rata basis. Any unearned premium amounts under \$5.00 will be refunded only on **your** request.
  - e. Refund of Premium-Payment or tender of unearned premium is not a condition of cancellation. If the unearned premium is not refunded with the cancellation notice, it will be sent to **you** within a reasonable time.
  - f. Loss Notice-The company must advise the first named **insured** that he/she is entitled to loss information upon written request.
  - g. Conditional Reinstatement-if **we** issue a cancellation notice because **you** didn't pay the required premium when due and **you** then tender payment by check, draft or other remittance which is not honored on presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates the policy is void. This means **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice. **We** will give **you** notice of the dishonor of **your** remittance as soon as practicable but this shall not interrupt the cancellation of this policy.
3. Renewal/Nonrenewal.
- 3a. **Nonrenewal-We** may elect not **to renew** or continue this policy by delivering or mailing to **you** and **your** authorized agent or broker written notice of **our** intent not **to renew**.
- a. Such notice must:
    - (1) be given at least sixty but not more than one hundred twenty days in advance of the end of the **required policy period**.
    - (2) state **our** specific reason(s) for nonrenewal.
    - (3) be delivered or mailed to **you** at the address shown in the policy and to **your** authorized agent or broker. Proof of delivery or mailing is sufficient proof of notice.
    - (4) Loss Notice-The company must advise the first named **insured** that he/she is entitled to loss information upon written request.
    - (5) Requirements for nonrenewal shall not apply if the named **insured**, or an agent or broker authorized by the named **insured**, or another insurer of the named **insured** has delivered or mailed written notice that the policy has been replaced or is no longer desired.
  - b. Prior to the expiration date of this policy, in the event that a late nonrenewal notice is provided by the insurer, the coverage under this policy shall remain in effect:
    - (1) at the same **terms** and conditions contained in the expiring policy; and
    - (2) at the lower of the current rates or the prior period's ratesuntil sixty days after the notice is delivered or mailed unless the **insured** elects to cancel sooner.
  - c. In the event that a timely and substantially complete notice is not provided by the insurer prior to the expiration date of the policy, coverage shall remain in effect:
    - (1) on the same **terms** and conditions of the expiring policy;
    - (2) for another **required policy period**; and
    - (3) at the lower of the current rates or the prior period's rates.
  - d. The issuance of a late or incomplete nonrenewal notice by the insurer shall not create a new annual aggregate liability limit (if any) for the **covered policy**, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension, including any additional **required policy period**, caused by the late or incomplete notice of nonrenewal.

- e. If the insurer provides a timely notice of nonrenewal and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension period.
- 3b. Conditional Renewal-We may elect to renew or continue this policy under certain conditions. We may do so by delivering or mailing you and your authorized agent or broker written notice.
- a. This notice must:
- (1) be delivered or mailed to *you* at least sixty but not more than one hundred twenty days in advance of the end of the *required policy period*;
  - (2) contain specific reason(s) for the conditional renewal;
  - (3) set forth the amount of any premium change if the increase is in excess of 10% unless the increase is due to increased insured values and/or increased coverages or is due to experience rating, retrospective rating or audit;
  - (4) set forth the nature of any proposed change(s) in the policy such as change(s) in limits, change(s) in type(s) of coverage(s), reduction(s) in coverage(s), increased deductible or the addition of an exclusion or exclusions;
  - (5) be delivered or mailed to the named *insured* at the address listed in the policy and to an authorized agent or broker of the *insured*. Proof of delivery or mailing is sufficient proof of notice; and
  - (6) include a statement advising the first named *insured* that upon written request the company will provide loss information.
- b. Prior to the expiration date of the policy, in the event that an incomplete or late conditional renewal notice is provided by the insurer, the coverage under this policy shall remain in effect at:
- (1) the same *terms* and conditions of the expiring policy, and
  - (2) the lower of the current rates or the prior period's rates
- until sixty days after the notice is delivered or mailed unless the *insured* elects to cancel sooner. However, if the *insured* elects to accept the *terms*, conditions and rates of the conditional renewal notice and renews the policy on that basis, then such *terms*, conditions and rates shall govern the policy upon expiration of such sixty-day period.
- c. In the event that a timely and substantially complete conditional renewal notice is not provided by the insurer prior to the expiration date of the policy, then coverage under the policy:
- (1) remains in effect for an additional *required policy period*;
  - (2) remains at the same *terms* and conditions as the expiring policy; and
  - (3) the rates for the additional *policy period* will be the lower of the current rates or the previous period's rates.
- d. The issuance of a late or incomplete conditional *renewal* notice by the insurer shall not create a new annual aggregate limit (if any) for the *covered policy*, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extensions including any additional *required policy period*, caused by the late or incomplete conditional *renewal* notice. However, if the *insured* accepts the *terms* of a conditional *renewal* offer, a new annual aggregate shall become effective as of the inception date of the renewal.
- e. Those agreements are extended to include an increase in the aggregate limit of liability in proportion to any policy extension whether required by the issuance of a late or incomplete conditional renewal notice, late non-renewal notice or other reason.
- 3c. Alternate Renewal Notice Procedure-During the period of time the insurer is assessing its option(s) as to whether to nonrenew or conditionally *renew* a policy, the insurer must notify the insured and his/her authorized agent or broker. This notice must contain the following:
- (1) The notice must be delivered or mailed at least sixty days prior to the expiration date of the policy;
  - (2) The notice must be delivered or mailed to the named *insured* at the address in the policy and to an authorized agent or broker of the *insured*;
  - (3) The notice must advise the *insured* that the policy will be either nonrenewed or *renewed* at different *terms*, conditions or rates;
  - (4) The notice must advise the *insured* that a **SECOND NOTICE** will be sent at a later date;
  - (5) The notice must advise the *insured* that coverage will continue at the same *terms*, conditions and rates until the later of:
    - (a) the expiration date, or
    - (b) 60 days after the **SECOND NOTICE** is delivered or mailed.
  - (6) The **SECOND NOTICE** sent to the *insured* must advise the *insured*:
    - (a) of the specific reason or reasons for *nonrenewal* or conditional renewal; and

- (b) of the amount of any premium increase if the increase is in excess of 10% and the nature of any other proposed changes.
- (7) The **SECOND NOTICE** must advise the first named **insured** that he/she is entitled to loss information upon written request.
- (8) If a substantially complete **SECOND NOTICE** is not delivered or mailed until after the expiration date of the policy, the **insured** is entitled to coverage under the policy:
- for an additional **required policy period**;
  - at the same **terms** and conditions as the existing policy; and
  - at the lower of the current rates or the rates of the previous period.
- (9) No notice is necessary if the insurer receives a written notice from the **insured**, his/her authorized agent or broker, or another insurer that the policy is no longer desired or has been replaced.
- 3d. Policies Written For A Term Of Less Than One Year-For policies issued to an insured for a seasonal purpose or to a policy issued to cover a particular project that will be performed in less than one year, the following provisions apply:
- During the first sixty days such policy is in effect, no cancellation shall become effective until twenty days after written notice is delivered or mailed to the **insured** at the mailing address shown in the policy;
  - After a policy has been in effect for sixty days, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed and such cancellation is based on one or more of the statutory provisions set forth in this form.
  - After a policy has been in effect for sixty days, no premium increase for the term of the policy shall be made to become effective unless due to and commensurate with insured value added, subsequent to issuance pursuant to the policy or at the **insured's** request.
4. **Transition of Duties-We** are not obligated to provide a defense after **we** have paid, either by judgment or settlement, an amount equal to **our** limit of liability.
- To assure an orderly transfer of duties when limits are exhausted:
- We** will notify the first **named insured** in writing, as soon as practicable, that the applicable limit of liability has been exhausted. The notice will confirm that **our** duty to defend suits has terminated.
  - We** will initiate and cooperate in the orderly transfer of control to any appropriate **insured**. **We** will take such steps as **we** deem appropriate to avoid a default in or to continue the defense of such suits until the transfer to a cooperating **insured** is complete. **We** will not defend any other suits subject to those limits of liability which have been exhausted.
  - The **insured** must take control of the suit, at their expense, within the agreed upon time or as soon as practicable in the absence of any agreement.
  - The first **named insured** is obliged to reimburse **our** expenses incurred in continuing the defense during the transition period referred to in 2. above. Effective the date of mailing, reimbursement will be payable for all expenses **we** incur after providing the written notice referred to in 1. above.
  - The exhaustion of **our** limit of liability by payment of judgments or settlements, and the resulting termination of **our** duty to defend, will not be waived by **our** failure to comply with any of the provisions of 1. through 4. above.
5. **Change, Modification or Waiver of Policy Terms-A** waiver or change of any **terms** of this policy must be issued by **us** in writing to be valid. **Our** request for an appraisal or examination under oath does not waive any of **our** rights. If **we** adopt any revision of forms or endorsements during a policy period which would broaden coverage under this policy without additional premium, the broadened coverage will automatically apply to this policy. If this policy is issued on a continuous basis (with no specified expiration date), **we** may substitute or add, upon any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with **our** manual rules in effect at the time. If the change in forms or endorsements reduces coverage or limits, **we** must notify **you** as provided under the Conditional Renewal or Non-Renewal **terms** contained in this endorsement.
6. **Conformity with Statute-Terms** of this policy, in conflict with the statutes of the state where the premises described in the Declarations are located, are amended to conform to such statutes.
7. **Misrepresentation, Concealment or Fraud-We** do not provide coverage if, whether before or after a loss:
- An **insured** has willfully concealed or misrepresented:
    - any material fact or circumstance concerning this insurance; or
    - an **insured's** interest herein.
  - There has been fraud or false swearing by an **insured** regarding a matter relating to this insurance or the subject thereof.
  - The notice provisions of the Insurance Law shall apply to this condition.

8. **Inspection and Audit**-We are permitted but not obligated to inspect *your* property and operations. *Our* inspection or any resulting advice or report does not warrant that *your* property or operations are safe or healthful or are in compliance with any law, rule or regulation.
- a. An audit to determine final premium for policies under which the initial premium is based on an estimate of *your* exposure base shall be conducted within 180 days after expiration of such policy, and may not be waived except in the following circumstances:
- (1) the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500;
  - (2) the policy requires notification to *us* with specific identification of any additional exposure units for which coverage is requested; or
  - (3) the policy is a commercial umbrella for which the rate or premium is determined by the application of a factor to the rate or premium of an auditable underlying policy.
- b. We shall, as soon as practicable following such audit, refund or credit *your* account for any return premium due *you*, or bill and make a good faith effort to collect any additional premium due *us*, as a result of the audit.
- c. If *you* fail to cooperate with *us* in *our* attempt to conduct such audit, including *your* failure to return any questionnaires or self-audit worksheets, we shall nonrenew *your* policy upon completion of the current policy period, in accordance with the provisions of the applicable Insurance Law, due to *our* inability to establish a proper premium for *you*.
9. **Policy Premium**-If this policy is issued without a specified expiration date, it may be continued by payment of the required premium for the next annual period. The premium must be paid to *us* on or before each anniversary date. The policy expires on any anniversary date that the premium has not been received by *us*. Notice of cancellation will be sent in accordance with the cancellation provision in this form. Premium is subject to adjustment on the basis of the rates in effect at each anniversary date.
10. **Recoveries**-If we pay an *insured* for loss under this policy and lost or damaged property is recovered or payment is made by those responsible for the loss, the following provisions apply:
- a. The *insured* must notify *us* or we will notify the *insured* promptly if either recovers property or receives payment.
  - b. Any proper expenses incurred by either party in making the recovery are reimbursed first.
  - c. The *insured* may keep recovered property by refunding to *us* the amount of the claim paid or any lesser amount to which we agree.
  - d. If the claim paid is less than the agreed loss due to a deductible, special limit of insurance or other limiting *terms* of the policy, any recovery will be pro rated between the *insured* and *us* based on *our* respective interests in the loss.
11. **Subrogation.**
- a. If we make a payment under this policy, we may require that the *insured* assign to *us* his or her right of recovery against any person for the loss to the extent of the payment. The *insured* must do everything necessary to make this assignment and secure *our* rights.
  - b. We are not liable for any loss if an *insured* does anything after the loss occurs to impair *our* right to recover. *You* may waive *your* right of recovery in writing before a loss occurs without voiding the coverage.
  - c. If we pay a loss to or on behalf of an *insured* and the *insured* recovers damages from another person for the same loss, the *insured* shall hold the amount recovered in trust for *us* and shall reimburse *us* as provided under Recoveries.
12. **Suit Against Us.**
- a. **Property Coverages**-No suit to recover for any property claim may be brought against *us* unless:
    - 1) the *terms* of this policy have been fully complied with; and
    - 2) the suit is commenced within 2 years after the loss.
  - b. **Liability Coverage**-No suit may be brought against *us* to recover amounts due for *bodily injury* or *property damage* liability unless:
    - 1) the *terms* of this policy have been fully complied with; and
    - 2) the amount of any *insured's* liability has been conclusively fixed:
      - (a) by a final judgment against the *insured*; or
      - (b) by written agreement of the *insured*, the claimant and *us*.
- No person shall have any right under this policy to join or implead *us* in any action brought to determine an *insured's* liability.
13. **Bankruptcy of an Insured**-Bankruptcy or insolvency of any *insured* or his or her estate does not relieve *us* of any of *our* obligations under this policy.

## CONDITIONS APPLICABLE TO PROPERTY COVERAGE ONLY

14. **Abandonment of Property**-We may take the property or any part of it at the agreed or appraised value, but an *insured* may not abandon the covered property to *us* unless *we* specifically agree.
15. **Appraisal**-If *you* and *we* do not agree on the cost to repair or replace, actual cash value of or amount of loss to covered property when loss occurs, either party may demand that these amounts be determined by appraisal. If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, *you* or *we* can ask a judge of a court of record in the state where the property is located to select an umpire. The appraisers will then determine the amount of the damage stating separately, in detail: the cost to repair or replace, actual cash value of, and amount of loss to each building item and item of personal property. If the appraisers submit a written report of any agreement to *us*, the amount agreed upon will be the amount of damage or value. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the cost to repair or replace, actual cash value of and amount of loss to each item. Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by *you* and *us*.
16. **No Benefit to Bailee**-Insurance under this policy shall not directly or indirectly benefit any hired carrier or anyone else who is paid for assuming custody of covered property.
17. **Secured Party Coverage.**  
(This entire clause is void unless the name of a secured party is inserted in the Declarations or the Supplemental Declarations. This clause applies only to the interest of a secured party and does not affect the *insured's* rights or duties under the policy).  
If a secured party is named in this policy, any loss payable on property subject to the security interest shall be payable to the secured party and *you* as interest may appear. If there is more than one security interest in the same property, the order of payment shall be the same as their order of priority.  
If *we* deny *your* claim, that denial shall not apply to a valid claim of a secured party if such party has:  
a. notified *us* of any change in ownership, occupancy or substantial change in risk of which the secured party became aware;  
b. paid any premium due under the policy on demand if *you* have not made such payment; and  
c. submitted a signed, sworn proof of loss within 60 days if an *insured* has failed to do so.  
Policy conditions relating to Appraisal, Suit Against *Us* and Loss Payment apply to the secured party. If the policy is canceled by *us*, the secured party shall be notified at least 15 days before the date cancellation takes effect. If *we* pay the secured party for any loss for which *we* have denied payment to *you*:  
a. *we* are subrogated to all the rights of the secured party granted under the security agreement; or  
b. at *our* option *we* may pay the secured party the remaining amount due on the security agreement plus interest and receive a full assignment of the security agreement and any securities held as collateral for the agreement.  
However, the secured party's interest is not covered for conversion, embezzlement or secretion by an *insured* in possession of the encumbered property, unless specifically insured against and premium paid for such.
18. **Mortgage Clause**-Applies only to Coverage on Buildings.  
(This entire clause is void unless the name of the mortgagee (mortgage holder), or trustee under a trust deed, is inserted in the Declarations. This clause applies only to the mortgagee (or trustee) and does not affect *your* rights or duties under this policy).  
a. *We* will pay for loss or damage to buildings to each mortgagee shown on the Declarations and to *you* as interests may appear. If more than one mortgagee is named in the Declarations, they shall be paid in order of priority.  
b. The mortgagee is entitled to receive loss payment even if the mortgagee has started foreclosure or other similar proceedings on the building or structure.  
c. The insurance for the mortgagee continues in effect even when *your* insurance may be void because of *your* acts, neglect or failure to comply with policy terms provided that the mortgagee:  
(1) Pays any premium due under this policy at *our* request insofar as *you* have failed to do so;  
(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from *us* of *your* failure to do so; and  
(3) Notifies *us* of any change in ownership, occupancy or substantial change in risk known to the mortgagee.  
If all of these conditions are met, then the *terms* of this policy will apply directly to the mortgagee.  
d. If *we* pay the mortgagee for a loss where *your* insurance may be void as a result of *your* acts, neglect or failure to comply with policy *terms* then:  
(1) The mortgagee's rights under the mortgage will be transferred to *us* to the extent of the amount *we* pay; and

- (2) The mortgagee's right to recover the remainder of the mortgage debt from **you** will not be impaired. At **our** option, **we** may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee's interest and any instruments given as security for the mortgage debt.
- e. If **we** cancel this policy, **we** will give written notice to the mortgagee at least:
- (1) 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium or other statutory reasons; or
  - (2) 30 days before the effective date of cancellation if **we** cancel for any other reason.
- I. If **we** do not renew this policy, **we** will give written notice to the mortgagee at least 10 days before the expiration of this policy.

## DEFINITIONS

- (1) "**Covered policy**" means, for purposes of this section, a policy of commercial risk insurance, professional liability insurance or public entity insurance.
- (2) "**Required policy period**" means a period of one year from the date as of which a covered policy is renewed or first issued.
- (3) "**Nonpayment of premium**" means the failure of the named **insured** to discharge any obligation in connection with the payment of premiums on a policy of insurance or any installment of such premium, whether the premium is payable directly to the insurer or its agent, or indirectly under any premium finance plan or extension of credit. Payment to the insurer, or to an agent or broker authorized to receive such payment, shall be timely for the purpose of this section if made within fifteen days after the mailing to the **insured** of a notice of cancellation for nonpayment of premium.
- (4) "**Renewal**" or "**to renew**" means the issuance or offer to issue by an insurer of a policy superseding a policy previously issued and delivered by the same insurer, or another insurer within the same group or under common management, or the issuance or delivery of a certificate or notice extending the **term** of a policy beyond its policy period or **term**; provided, however, that any policy with a policy period or **term** of less than one year shall, for the purpose of this section, be considered as if written for a policy period or **term** of one year, and any policy with no fixed expiration date or with a policy period or **term** of more than one year shall be considered as if written for successive policy periods or **terms** of one year.

**----- Please Note -----**  
**Important Information**  
**Regarding Your Renewal**

This Continuation certificate is conditional on payment of the required premium for the next policy period.

This is an important insurance document and it should be retained with your policy.

Please refer to your policy for a complete description of your coverages and forms. Please contact your agent for assistance. Thank you.

Erie and Niagara Insurance Association

ML-430B

Ed. 1/91



## NY STATUTORY ENDORSEMENT

Refer to Supplemental Declarations if information is not shown on this form.  
The amendment under this endorsement is subject to the **terms** contained in **your** policy.

The following provisions are added to **your** policy.

1. Failure to give any notice required to be given by this liability policy within the time prescribed shall not invalidate any claim made by the **insured**, injured person or any other claimant, unless the failure to provide timely notice has prejudiced **us**, except when it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.
2. With respect to a claim for personal injury or wrongful death of any person, if **we** disclaim liability or deny coverage based upon the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against **us**, in which the sole question is **our** disclaimer or denial based on the failure to provide timely notice, unless within sixty days following such disclaimer or denial, the **insured** or the insurer:
  - a. initiates an action to declare the rights of the parties under the insurance policy; and
  - b. names the injured person or other claimant as a party to the action.

All other **terms** and conditions remain unchanged.

## ERIE AND NIAGARA INSURANCE ASSOCIATION PRIVACY NOTICE

**Our Privacy Policy:** We at Erie and Niagara Insurance Association value our customers. We know you are concerned with the privacy of information that is provided to us in order to cover your personal insurance needs. It is essential, however, that from time to time we disclose some information to parties outside of our own company in order to process or service your account. This Privacy Notice provides information on what types of information we gather in the processing of your policies and also explains the types of disclosures that might be made.

**Information Collection Practices:** We collect nonpublic personal financial information about you from the following sources:

- Information we receive from you on applications or other forms, or verbally. This includes information you provide in writing, over the telephone, in person, or by any other means.
- Information about your transactions with us, our affiliates, or others. This might include such things as your loss history, payment history or account balances.
- Information we receive from a consumer reporting agency. This might include information on prior insurance claims or on creditworthiness.
- Information we secure from public records. This might include such information as telephone number, government real estate records and security interest filings.
- Information we secure from inspection vendors. This might include information from a property inspection service, a vendor who calls you directly in order to update policy information for renewal policies, or a geographic mapping service.

**Information Disclosures:** We do not disclose any nonpublic personal financial information about our customers or former customers to anyone, except as permitted by law. We will not disclose information to other companies who may want to sell their products or services to you. As an example, we will not sell your name or information to a direct marketing or telemarketing company that is not affiliated with us. Some examples of when we might disclose information, as permitted by law, are:

- Information may be provided with your consent or at your direction. For example, you might request that we provide your policy or payment information to a mortgagee or loss payee so that you may secure a loan.
- Information must be provided when subpoenaed or required by a court of law or by other regulatory or law enforcement agencies. We may have to report information to comply with state, federal, or local laws.
- Information may be provided to someone you have designated with a legal or beneficial interest, or who is acting in a fiduciary or representative capacity on your behalf.
- Information may be provided to a consumer reporting agency.
- Information may be provided in conjunction with a sale or merger of business to another company.
- Information may be provided to fraud prevention personnel or agencies.
- Information may be provided to a service vendor in order to process your policy or service your account.
- Information may be sent to rate advisory organizations, guaranty funds or agencies, agencies that are rating our company, persons who are charged with assessing our company's compliance with industry standards, and our attorneys, accountants, and auditors.

**Information Protections:** Our employees and independent service providers are instructed to keep your information in a confidential manner. We restrict access to nonpublic personal financial information about you to those employees and independent service providers who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal financial information.

**Other Information:** This Privacy Policy applies to products and services provided by us and any of our affiliated companies used primarily for personal, family, or household purposes (not business purposes). We reserve the right to change this Privacy Policy, and any of the policies described above, at any time. The examples contained in the Privacy Policy are illustrations; they are not intended to be exclusive.

ed. (5/01)

BY-LAWS

ARTICLE VI - EXECUTIVE COMMITTEE

of  
**ERIE AND NIAGARA INSURANCE ASSOCIATION**  
**ARTICLE I - Name, Object, Location and Territory**

This Association shall be known and designated as **ERIE AND NIAGARA INSURANCE ASSOCIATION**, and the principal office shall be located in Erie County, New York.

**ARTICLE II - Membership**

All policyholders of this Association shall be deemed members during the time their policies are in force.

**ARTICLE III - Meetings**

**Section 1. Annual Meetings.** The annual meeting of the members of this Association shall be held on the second Wednesday of February of each year at 9:00 a.m. at the principal office of the Association, for the purpose of electing Directors and transacting such other business as may properly come before such meeting.

**Section 2. Notice.** The By-Laws, so long as they are included in each policy, shall constitute sufficient notice of the annual meeting. No other or further notice of the annual meeting shall be necessary.

**Section 3. Special Meetings.** Special meetings of this Association may be called by the Chief Executive Officer, the President or the Board of Directors upon twenty days' notice by publication at least twice in the leading newspaper of general circulation in the county in New York where the greatest number of policyholders reside to consider and determine any question specified in the notice of such meeting.

**Section 4. Voting.** Every member of this Association shall be entitled to one vote in person at each annual or special meeting (one member or two or more persons being joint policyholders are limited to one vote regardless of number of policies). Voting by proxy is prohibited in this Association.

**ARTICLE IV - Directors**

**Section 1. Number and Qualifications.** The business of the Association shall be managed by a Board consisting of a number of Directors fixed from time to time by the Board which shall be no more than fifteen and no less than seven. The Board shall be divided into three groups as equal in number as possible. Each Director shall be a member of the Association. At all times a majority of the Directors shall be citizens and residents of New York and not less than one Director shall be a resident within the territory in which the Association is authorized to transact business.

**Section 2. Nomination.** Candidates for Director shall be nominated by the Nominating Committee and approved by the Board. Names of Nominating Committee candidates shall be filed with the Secretary of the Association and posted at the principal office of the Association at least thirty days prior to the annual meeting. The list of names shall be mailed to each Board member. Ten or more members of the Association may nominate additional qualified persons by delivering a notice signed by them to the Secretary of the Association at least fifteen days before the annual meeting. The names of such additional nominees shall be posted at the principal office of the Association at least fifteen days prior to the annual meeting and mailed to each Board member. Only those persons who are nominated in accordance with this Section shall be eligible for election.

**Section 3. Election.** One group of Directors shall be elected at each annual meeting of the Association by a majority vote of the members present to serve for a three year term and until their successors are duly elected and qualified. Additional Directors shall be elected at each annual meeting to fill positions created and the remaining terms of any positions vacated since the last annual meeting.

**Section 4. Quorum and Vote.** A majority of the entire Board shall be necessary to constitute a quorum. Action shall be taken by the affirmative vote of a majority of the Directors present at a duly constituted meeting.

**Section 5. Meetings.** The annual meeting of the Board shall be held immediately after the annual meeting of the Association. The Board shall hold at least three additional meetings each year. Special meetings of the Board may be called by the Chairman of the Board, or by the President, or by five Directors. Written notice of meetings shall be mailed to Directors at least five days in advance of each meeting. Any member of the Board may participate in a meeting by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

**Section 6. Removal and Vacancies.** A Director may be removed for cause upon the affirmative vote of two-thirds of the entire Board. Board vacancies may be filled until the next annual meeting by a majority vote of the remaining Directors.

**ARTICLE V - Officers**

The officers shall include a Chairman of the Board, Chief Executive Officer, President, Vice President, Secretary and Treasurer and such other officers as may be deemed necessary by the Board of Directors. All officers shall be members of this Association, and shall be elected by the Board of Directors at its annual meeting for a term of one year or until the next annual meeting of the Board of Directors, unless removed by a vote of two-thirds of said Board. Vacancies in the officers shall be filled for the unexpired term by the Board of Directors at any special or regular meeting.

In Witness Whereof, we have caused this policy to be executed and attested.

 Vice President /Secretary

 President

EN-PJ Ed. 2/13

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 1/11/2018 8:43 AM REN

Insured Copy

Policy Period: 2/26/2018 - 2/26/2019

**Section 1. Number and Power.** The Executive Committee shall consist of three or more members of the Board of Directors chosen by the Board for a term of one year. The Executive Committee shall have and may exercise all powers of the Board of Directors, during the intervals between the meetings of said Board and perform such other duties as may be lawfully designated or required of it by said Board subject to such limitations as exist by law or as may be provided in the By-Laws or by resolution of the Board of Directors.

**Section 2. Meetings.** The Executive Committee shall meet upon the order of the Chairman of the Board or the President as necessary to transact the business of the Association.

**ARTICLE VII - INDEMNIFICATION**

**Section 1. Authority.** The Association is hereby authorized to indemnify and advance expenses to a Director or officer beyond the rights of indemnification expressly granted by the New York Business Corporation Law, pursuant to the terms and conditions of either (i) a resolution of members, or (ii) a resolution of Directors or (iii) an agreement providing for such indemnification.

**Section 2. Notice.** Not less than thirty days prior to any payment of indemnification or advancement of expenses, the Association shall file a notice with the Superintendent of Insurance specifying the payees, amounts, the manner in which payment is authorized and the nature and status of the litigation or threatened litigation.

**ARTICLE VIII - ASSESSMENTS**

**Section 1. Powers.** This Association shall have the power to levy annual and extraordinary assessments pursuant to Article 66 of the New York Insurance Law. Annual assessments shall be levied in advance on the initial and anniversary dates of policies. The fiscal year of the Association shall be January 1st to December 31st.

**Section 2. Notice.** In case an annual assessment is made, the Secretary shall, at least thirty days before the anniversary date of a policy, notify by written or printed notice, every member that such assessment has been made, specifying the purpose for which it is made, the amount due from such member and the time when and to whom such amount must be paid; provided that such time shall not be less than fifteen days nor more than sixty days from the service of such notice, which may be either personal or by mail and if by mail, shall be deemed complete if such notice is deposited, postage prepaid, in the post office where the principal office of this Association is located, directed to the member at his last known place of residence or business.

**Section 3. Collection.** The officers of the Association shall proceed to collect all annual assessments within thirty days after the expiration of the notice, unless the members elect to pay the annual assessment in installments, based on the Association's payment plan in effect at that time of the notice. The Association's payment plan shall be established by the Directors of the Association and shall contain payment schedules, service charges, methods of refunds, and provisions relating to defaults.

**Section 4. Extraordinary Assessments.** Members shall also be contingently liable for extraordinary assessments to liquidate obligations and deficiencies incurred during their period of membership. A member's proportionate part of any extraordinary assessment shall be determined by applying to the assessment earned on the member's policy or policies in force during the fiscal year next preceding the levy of the extraordinary assessment, the ratio of the total extraordinary assessment to the total assessment earned during said period on all policies. The contingent liability of a member for extraordinary assessments shall be limited to once the amount of, and in addition to, the annual assessment which would be charged for insurance for one year.

**Section 5. Action to Collect.** An action may be brought by this Association against any member to recover all annual and extraordinary assessments which the member may neglect or refuse to pay and if such action is brought, there may be recovered from the member the amount so assessed with lawful interest thereon plus an amount equal to 50% of such assessment as a penalty for such neglect or refusal.

**ARTICLE IX - WAIVERS**

No director, officer, adjuster or agent of the Association shall have power to change or waive any of the conditions of a policy, or to waive any forfeiture thereunder. Any change or waiver, if made, shall be made by the Board of Directors in regular session. Payment of an assessment after loss by a member in default accepted by an officer or agent of the Association shall not constitute a waiver of any forfeiture which may have occurred prior to such payment.

**ARTICLE X - Amendments**

The By-Laws of this Association may be amended only by a majority vote of all the members who are present in person at any annual meeting or other stated meeting or any special meeting duly called for that purpose, except that the Board of Directors may amend these By-Laws as to any provisions which do not impair the member's rights or enlarge their obligations under insurance policies. No By-Laws or amendment or repeal of a By-Law shall be considered at any meeting of members unless such proposed By-Laws or amendment or repeal shall have been submitted in writing to the Secretary of the Association not less than thirty days prior to such meeting. No By-Laws or amendment or repeal of a By-Law shall be effective unless and until it shall have been approved in writing by the Superintendent of Insurance.

The word "premium" as used herein, or in endorsements, attached hereto, shall be deemed synonymous with the word "assessment".