

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

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

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

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

## SECTION I – COVERAGES

### COVERAGE A – DWELLINGS

#### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

##### 1. Covered Property

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

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

##### 2. Property Not Covered

Under Coverage A, Covered Property does not include:

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

##### 3. Special Limit Of Insurance Under Coverage A

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

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

#### B. Coverage A Conditions

Coverage A is subject to the following Loss Condition as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

#### LOSS CONDITION – VALUATION

##### 1. Property

- a. The basis for loss settlement will be determined by the ratio of the Limit of Insurance applying to the destroyed or damaged Covered Property to its full replacement cost. When determining the full replacement cost, the values of the following will be disregarded:
  - (1) Excavations, footings;
  - (2) Foundations; and
  - (3) Piers and other structures or devices that support all or part of Covered Property and are below the undersurface of the lowest basement floor; or, where there is no basement, those below the surface of the ground inside the foundation walls; also underground flues, pipes, wiring and drains.
- b. If the Limit of Insurance on the damaged structure is at least 80% of its full replacement cost as of the time of loss, we will settle the loss based on the smallest of the following amounts:

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

If the structure is rebuilt at a new premises, the cost described in Paragraph **B.1.b.** is limited to the cost that would have been incurred if the structure had been rebuilt at the original premises.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- c. If the Limit of Insurance on the damaged structure is less than 80% of its full replacement cost as of the time of loss, we will settle on the basis of Paragraph **(1)** or **(2)** below, whichever is larger:

- (1) The actual cash value, as of time of loss, of the damaged part of the structure; or
- (2) A proportion of the cost to repair or replace the damaged part of the structure, without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement. The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, we will not pay more than the applicable Limit of Insurance, regardless of whether Paragraph **(1)** or **(2)** above applies.

- d. If your loss qualifies for payment on a replacement cost basis, but the cost of repair or replacement is more than either \$2,500 or 5% of the applicable Limit of Insurance, the only basis on which we will settle pending completion of repairs or replacement is actual cash value, as of time of loss, of the damaged part of the structure. In case of such a loss you can make an initial claim for payment on the actual cash value basis, and later make a supplementary claim for replacement cost payment. If you elect to exercise this option, you must notify us of your intention within 180 days of the occurrence of the loss.

The cost of repairs or replacement does not include the increased cost attributable

to enforcement of any ordinance or law regulating the construction, use or repair of any property.

## 2. Glass Replacement

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

## COVERAGE B – OTHER PRIVATE STRUCTURES APPURTENANT TO DWELLINGS

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

All of the following are Covered Property under Coverage **B** of this Coverage Form:

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

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

#### 2. Property Not Covered

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

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

#### 3. Limits Of Insurance Under Coverage B

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

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

If a higher Limit of Insurance is specified in the Declarations, the higher limit will apply and will, in its entirety, be part of, not in addition to, the

Coverage **B** Limit Of Insurance provided for in Paragraph **3.a**.

## **B. Coverage B Conditions**

Coverage **B** is subject to the Valuation Loss Condition shown in Paragraph **B**. under Coverage

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

## **COVERAGE C – HOUSEHOLD PERSONAL PROPERTY**

### **A. Coverage**

We will pay for direct physical loss of or damage to Covered Property at the "insured location" described in the Declarations, or elsewhere as expressly provided below, caused by or resulting from any Covered Cause of Loss.

#### **1. Covered Property**

All of the following are Covered Property under Coverage **C** of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

Household personal property meaning:

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

#### **2. Property Not Covered**

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

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

disc, drum, film and tape, over or above their replacement value:

- (1)** As prepackaged software programs; or
- (2)** In unexposed or blank form; whichever is greater;

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

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

But Covered Property includes items specifically scheduled in the Declarations;

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

#### **3. Special Limits Of Insurance Under Coverage C**

Certain categories of household personal property are subject to Special Limits of Insurance. These special limits are part of, not in addition to, the applicable Limit of Insurance shown in the Declarations. The special limit shown with any category listed below is the most we will pay for loss of or damage to all property in that category in any one occurrence:

- a.** \$200 on gold other than goldware, "money", platinum other than platinumware and silver other than silverware;
- b.** \$1,500 on letters of credit, manuscripts, passports and "securities". This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material;

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

**B. Coverage C Conditions**

Coverage **C** is subject to the following Loss Condition as well as to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

**LOSS CONDITION – VALUATION**

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

**COVERAGE D – LOSS OF USE**

**A. Coverage**

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

**1. Your Additional Living Expense**

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

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

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

**2. Fair Rental Value**

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

- a. A "dwelling" covered under Coverage **A**; or
- b. An appurtenant structure covered under Coverage **B**;

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

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

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

**3. Loss And Expense Due To Emergency Prohibition Against Occupancy**

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

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

- a. After a period of 2 weeks has elapsed; or

- b. Due to cancellation of a lease or agreement.

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

No Deductible applies to Coverage **D**.

#### **B. Coverage D Conditions**

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

### **SECTION II – COVERAGE EXTENSIONS**

#### **A. Trees, Shrubs, Plants And Lawns**

This Coverage Extension applies to Coverages **A** and **C**.

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

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

1. 5% of the Coverage **A** Limit Of Insurance shown in the Declarations for the "dwelling"; or
2. 10% of the Coverage **C** Limit Of Insurance shown in the Declarations if the dwelling is not covered under Coverage **A**.

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

This Extension is additional insurance.

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

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

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

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

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

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

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

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

1. Moved from the "insured location" shown in the Declarations because the residence is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
2. At a newly acquired principal residence. For a period of 30 days immediately after you begin moving it to the newly acquired principal residence, this property will be subject to the Limit of Insurance shown in the Declarations for Household Personal Property. That Limit will apply on a pro rata basis during the 30-day period to personal property at both locations.

#### **C. Refrigerated Products – Not "Farm Personal Property"**

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

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

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

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

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

No deductible applies to this Refrigerated Products Extension of Coverage.

#### **D. Building Additions And Alterations**

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

##### **1. Coverage**

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

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

This Extension is additional insurance.

## 2. Loss Settlement

If the repair or replacement is done at the expense of the "insured" within 12 months after the loss, we will settle the loss on the basis of actual cash value as of time of loss.

If the repair or replacement is not done within 12 months after loss, we will settle on the basis of a proportion of the cost of repair or replacement. This proportion will equal the ratio of Paragraph a. below to Paragraph b. below.

- a. The period of time from the loss or damage to the expiration of the lease.
- b. The period of time from the installation of the improvements to the expiration of the lease.

Lease means the lease, whether written or oral, in effect at the time of the loss.

If your lease contains a renewal option, and if you exercise that option, the expiration of the renewal option period will replace the expiration of the lease in Paragraphs a. and b. above.

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

## SECTION III – ADDITIONAL COVERAGES

### A. Removal Of Fallen Trees

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

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

- a. The tree blocks a driveway on the residence premises preventing a motor vehicle, which is subject to motor vehicle registration, from entering or leaving the residence premises; or
- b. The tree blocks a ramp or other fixture designed to assist a handicapped person who is an "insured" to enter or leave the residence premises.

3. The most we will pay under this Additional Coverage is \$1,000 in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be available for the removal of any one tree.

This Additional Coverage is additional insurance.

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

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

1. We will pay up to \$500, unless a higher limit is indicated in the Declarations, for:
  - a. The legal obligation of any "insured" to pay because of the theft or unauthorized use of credit cards issued to any "insured" or registered in any "insured's" name.

But this Additional Coverage will not apply if any "insured" has not complied with all terms and conditions under which the credit card was issued;
  - b. Loss resulting from theft or unauthorized use of an electronic fund transfer card or other access device used for deposit, withdrawal or transfer of funds, issued to any "insured" or registered in any "insured's" name.

But this Additional Coverage will not apply if any "insured" has not complied with all terms and conditions under which the electronic fund transfer card or other access device was issued;
  - c. Loss to any "insured" caused by forgery or alteration of any check or negotiable instrument; and
  - d. Loss to any "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.
2. But we will not pay for loss arising out of business pursuits or dishonesty of any "insured".

3. No deductible applies to this Additional Coverage.
4. **Defense**
  - a. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any suit ends when the amount we pay for the loss equals the applicable Limit of Insurance.
  - b. If a suit is brought against any "insured" for liability under the Credit Card or Electronic Fund Transfer Card Or Other Access Devices Coverage, we will provide a defense at our expense by counsel of our choice.
  - c. We have the option to defend at our expense any "insured" or any "insured's" bank against any suit for the enforcement of a payment under the Forgery Coverage.
5. This Additional Coverage is additional insurance.

**C. Water Damage**

In the event of water (or steam) damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we:

1. Will also pay the necessary cost of tearing out and replacing any part of a covered building or structure so that the damaged system or appliance can be repaired, provided that Special Causes of Loss is shown in the Declarations for Coverages A and B under which the building or structure is covered; but
2. Will **not** pay the cost to repair any defect which caused water or steam to escape from a system or appliance containing water or steam.

In this Additional Coverage, a plumbing system does not include a sump, sump pump or related equipment.

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

**D. Grave Markers**

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

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

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

**E. Other Additional Coverages**

For Other Additional Coverages, see the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

**SECTION IV – OTHER PROVISIONS**

**A. Covered Causes Of Loss, Exclusions And Limitations**

See the Causes of Loss Form – Farm Property, for Basic, Broad or Special coverage as shown in the Declarations.

**B. Limits Of Insurance**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.

**C. Deductible**

See the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions.