# FARM PROPERTY – FARM 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 E – SCHEDULED FARM 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  $\mathbf{E}$  of this Coverage Form, provided a Limit of Insurance is shown in the Declarations for the specific type of property:

- a. Grain, threshed seeds and beans, ground feed, silage, and manufactured and blended "livestock" feed in buildings or structures or in sacks, wagons or trucks.
- **b.** Grain in stacks, shocks, swaths or piles in the open, but for this property fire and lightning, vandalism, vehicles and theft are the only Covered Causes of Loss.
- c. Hay, straw and fodder:
  - (1) In buildings or structures; and
  - (2) In stacks, windrows or bales, but for this property fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only Covered Causes of Loss.

A stack means hay, straw or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw or fodder in the open.

**d.** Farm products, materials and supplies shown in the Declarations. These include farm materials and related packing materials and containers usual to the operations of a farm, but not hay, grain or any growing crops.

- e. "Poultry" (excluding turkeys unless specified):
  - (1) In the open; or
  - (2) In any building designated for "poultry" in the Declarations.

But for this property, the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

- Trays, boxes and box shook, each item or set in the proportion that its value bears to the total value of all trays, boxes and box shook covered under this Coverage Form.
- **g.** Computers and related software used principally as aids in farm management.

But an item of software is Covered Property only up to the amount required to replace it as a prepackaged program, or in unexposed or blank form, whichever is greater.

h. Miscellaneous equipment, usual or incidental to the operation of a farm (including machinery, vehicles, tools, and supplies of all kinds), covered under a single Limit of Insurance shown for Miscellaneous Equipment in the Declarations.

But such miscellaneous farm equipment does not include:

- (1) Threshing machines, tractors, combines, corn pickers, hay balers, harvesters, peanut diggers, potato diggers and pickers, cotton pickers, crop driers or sawmill equipment;
- (2) Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel allterrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these;
- (3) Liquefied petroleum or manufactured gas or fuel, or their containers;
- (4) Bulk milk tanks, bulk feed tanks or bins attached to buildings or structures; barn cleaners, pasteurizers or boilers; any permanent fixtures within or attached to a building;
- (5) Brooders;
- (6) Fences, windchargers, windmills or their towers;

- (7) Outdoor radio or television equipment or wiring; private power and light poles;
- (8) Irrigation equipment;
- (9) Portable buildings and portable structures;
- (10)Household personal property or property usual to a "dwelling"; or
- (11)Property more specifically covered under another Coverage or Coverage Form of this or any other policy.
- i. Farm machinery, vehicles and equipment that you borrow or rent, whether or not under a written contract, except while on the premises of its owner. The borrowed or rented property must be:
  - (1) Usual or incidental to farming operations;
  - (2) In your care, custody or control; and
  - (3) Property in which you have no interest as owner or lienholder.

But Covered Property does not include borrowed or rented property of the following types:

- (1) Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel allterrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these; or
- (2) Dealers' demonstration machinery, vehicles or equipment.
- j. Farm machinery, vehicles and equipment which are individually described and specifically covered in the Declarations, while on or away from the "insured location", except while in the custody of a common or contract carrier.
- k. "Livestock" on or away from the "insured location", but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

But we do not cover "livestock" while:

- (1) In the custody of a common or contract carrier;
- (2) At public stockyards, sales barns or sales yards; or
- (3) At packing plants or slaughterhouses.
- I. Bees, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.

- m. Worms, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
- Fish, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
- Other animals, but for this property the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
- **p.** Portable buildings and portable structures that you own.

### 2. Property Not Covered

Under Coverage E, Covered Property does not include:

a. Growing crops, trees, plants, shrubs or lawns;

- **b.** Household personal property or property usual to a "dwelling";
- c. 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;

- **d.** Any permanent fixtures within or attached to a building; or
- e. Outdoor radio or television equipment or wiring; private power and light poles.

#### 3. Special Limits Of Insurance Under Coverage E

Under Coverage **E**, certain individual items of "farm personal property" are subject to Special Limits of Insurance. These Special Limits are part of, not in addition to, the applicable Limits of Insurance shown in the Declarations.

- a. If no specific stack limit is shown in the Declarations for hay, straw or fodder in the open, the Limit will be \$10,000 on any one stack.
- b. For covered "poultry", the Limit of Insurance per bird under any provision of this Coverage Form applicable to "poultry" will be its cash market value as of the time of loss.
- **c.** The Limit of Insurance on any one item of miscellaneous equipment is \$3,000.
- **d.** The most we will pay for loss of or damage to any one head of "livestock" (other than animals individually described and specifically covered under this coverage) is the least of the following amounts:

- 120% of the amount obtained by dividing the total insurance on the class and type of animal involved by the number of head of that class and type owned by you as of the time of loss;
- (2) The actual cash value of the animal destroyed or damaged; or
- **(3)** \$2,000.

Each horse, mule or head of cattle under one year of age as of time of loss will be counted as 1/2 head.

### B. Coverage E Conditions

Coverage **E** is subject to the following Loss Conditions 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 CONDITIONS

1. Portable Buildings And Portable Structures That You Own

The most we will pay for loss of or damage to this property in any one occurrence is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the value of all portable buildings and portable structures you own as of the time of loss.

2. Pro Rata Distribution – Applicable Only to Grain, Hay, Straw and Fodder, to Farm Machinery, Vehicles and Equipment, and to Poultry in Unheated Buildings.

This Condition applies only if Scheduled "farm personal property" is covered at more than one "insured location". The Limit of Insurance for any category of covered "farm personal property" mentioned in the heading of this Condition will apply at any one "insured location" in the proportion that the value of Covered Property in that category at that location bears to the value of all Covered Property in that category at all "insured locations".

# EXAMPLE #1 (ADEQUATE INSURANCE)

The property in the given category is located at locations 1, 2, 3 and 4. Total value is:	\$130,000	
The overall Limit of Insurance for this category is:	\$150,000	
No loss at location 1, 2 or 3; loss at location 4 is:	\$12,000	
Value of property in this category at location 4 is:	\$45,000	
The deductible is:	\$250	
Loss minus deductible (\$12,000 – \$250) is:	\$11,750	

#### Steps In Computing Loss Payment

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	Α.	Value of property in this category at location 4:	\$45,000
	В.	Value of such property at all four locations:	\$130,000
	C.	Ratio of A to B (\$45,000 ÷ \$130,000):	9/26 or 34.6%
	D.	Proportion of Limit of Insurance available for covering the loss (C x \$150,000):	\$51,900
		Therefore, the proportion of the Limit of Insurance available for payment of the \$12,000 loss (after subtraction of deductible) is adequate and the full loss less the deductible is payable.	
	We	will pay no more than:	\$11,750
		, the \$12,000 amount of loss ous the deductible of \$250.	

#### EXAMPLE #2 (UNDERINSURANCE)

The property in the given category is located in silos at locations 1 and 2.	
Total value is:	\$18,000
Value at location 1 is:	\$10,000
Value at location 2 is:	\$8,000
The overall Limit of Insurance for this	
category is:	\$15,000
The deductible is:	\$500
No loss at location 1; loss at location	
2 is:	\$7,500
Loss minus deductible (\$7,500 –	
\$500) is:	\$7,000

#### Steps In Computing Loss Payment

Α.	Value of property in this category at location 2:	\$8,000		
В.	Value of such property at both locations:	\$18,000		
C.	Ratio of A to B (\$8,000 ÷ \$18,000):	4/9 or 44.4%		
D.	Proportion of Limit of Insurance available for covering the loss (C x \$15,000):	\$6,660		
E.	Determination of payment amount: compare D (\$6,660) with loss-minus-deductible (\$7,000).			
We	e will pay no more than:	\$6,660		
The	The remaining \$840 is not covered.			

#### 3. Livestock, Poultry, Bees, Fish, Worms and Other Animals

With respect to "livestock", "poultry", bees, fish, worms, and other animals, the term loss means death or destruction caused by, resulting from or made necessary by a Covered Cause of Loss.

#### 4. Valuation

In the event of loss of or damage to covered "farm 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.

# 5. Coverage Territory

We cover loss or damage commencing within the coverage territory. The coverage territory is:

- a. The United States of America?
- b. Puerto Rico; and
- **c.** Canada.

# COVERAGE F – UNSCHEDULED FARM 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 **F** of this Coverage Form, provided a Limit of Insurance is shown in the Declarations:

- All items of "farm personal property" on the "insured location", except for items specified under Paragraph 2. Property Not Covered. But for "livestock", the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss; and
- **b.** The following items of "farm personal property" away from the "insured location":
  - (1) Grain, ground feed, fertilizer, fodder, hay, herbicides, manufactured and blended "livestock" feed, pesticides, silage, straw, threshed beans and threshed seeds, except while:
    - (a) Being stored or processed in commercial drying plants, manufacturing plants, public elevators, seed houses or warehouses; or
    - (b) In the custody of a common or contract carrier.
  - (2) "Livestock", except while:
    - (a) In the custody of a common or contract carrier;
    - (b) At public stockyards, sales barns or yards; or

- (c) At packing plants or slaughterhouses. But for "livestock", the Basic or Broad Covered Causes of Loss are the only Covered Causes of Loss.
- (3) Farm machinery, equipment, implements, tools and supplies, except:
  - (a) Items specified under Paragraph 2. Property Not Covered; or
  - (b) While in the custody of a common or contract carrier.

### 2. Property Not Covered

a.∖

b.

Covered Property does not include:

- Household or personal property usual to a "dwelling";
- Magnetic recording or storage media for electronic data processing, such as cell, disc, drum, file and tape, over or above their replacement value:
- (1) As prepackaged software programs; or
- (2) In unexposed or blank form;

### whichever is greater;

- c. Animals other than "livestock";
- d. "Poultry", bees, fish or worms;
- e. Racehorses, show horses or show ponies;
- f. Any of the following while being stored or processed in manufacturing plants, public elevators, warehouses, seed houses or commercial drying plants: grain, threshed seeds, threshed beans, hay, straw, fodder, silage, ground feed, herbicides, fertilizer, manufactured or blended "livestock" feed;
- g. Trees, plants, shrubs or lawns;
- h. Tobacco, cotton, vegetables, root crops, potatoes, bulbs, fruit or nursery stock;
- i. Crops in the open, except to the extent provided for in the applicable Coverage Extension in Section II of this Coverage Form;
- Contents of chicken fryer or broiler houses, laying houses, "poultry" brooder or duck or turkey houses;
- k. Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles, four-wheel all-terrain vehicles; mobile homes, house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft or aircraft; or the equipment, tires or parts of any of these;
- I. Fences; windmills or windchargers or their towers;
- Bulk milk tanks, bulk feed tanks or bins attached to buildings or structures; barn cleaners, pasteurizers or boilers; any permanent fixtures within or attached to a building;
- n. Outdoor radio or television equipment;

- o. Portable buildings or portable structures;
- p. Irrigation equipment;
- Property separately described and specifically covered in whole or in part under another Coverage or Coverage Form of this or any other policy;
- r. Cotton pickers and harvester-thresher combines; or
- Any property shown in the Declarations under the heading Other Property Not Covered Under Coverage F.

#### 3. Special Limits Of Insurance Under Coverage F

Under Coverage **F**, individual "livestock" 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 most we will pay for loss of or damage to any one head of "livestock" is:

- a. \$1,000 on any horse, mule or head of cattle under one year of age as of time of loss; and
- **b.** \$2,000 on any head of "livestock" not included under Paragraph **a.** above.

If it becomes necessary to impose the penalty provided for in the first paragraph of the Coverage **F** Loss Condition – Coinsurance (see Paragraph **B.2.** below), no amount used as the actual cash value of an animal will exceed the applicable Limit of Insurance specified above.

# B. Coverage F Conditions

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

# LOSS CONDITIONS

#### 1. Livestock

With respect to "livestock", the term loss means death or destruction caused by, resulting from or made necessary by a covered cause of loss.

#### 2. Coinsurance

You must maintain insurance on unscheduled "farm personal property" to the extent of at least 80% of its actual cash value as of the time of loss. If you fail to do this, the percentage we pay of any loss will be the result produced by dividing the Limit of Insurance actually carried by the required Limit of Insurance.

The following provision applies in the event of loss of or damage to machinery or equipment within 30 days after the purchase of additional or replacement machinery or equipment.

If the Limit of Insurance actually carried becomes inadequate due to the purchase of additional or replacement machinery or equipment, then, up to \$100,000 of the value of the newly purchased additional machinery or equipment and \$75,000 of the value of the newly purchased replacement machinery or equipment will be omitted in determining the required Limit of Insurance.

### 3. Valuation

In the event of loss of or damage to covered "farm 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.

# 4. Coverage Territory

We cover loss or damage commencing within the coverage territory. The coverage territory is:

a. The United States of America;

- **b.** | Puerto Rico; and
- c. Canada.

### SECTION II - COVERAGE EXTENSIONS

#### A. Property In The Custody Of A Common Or Contract Carrier

This Coverage Extension applies to Coverages E and F.

Coverage is extended to apply to "farm personal property", insured under Coverage **E** or Coverage **F**, while in the custody of a common or contract carrier, for up to a total of \$1,000 under each of these Coverages. However, if a higher limit is specified in the Declarations for Coverage **E** or Coverage **F** – Property in the Custody of a Common or Contract Carrier, the higher limit will apply to the Coverage(s) specified, instead of \$1,000.

# B. Covered Property Away From The "Insured Location"

This Coverage Extension applies to Coverage E.

- Coverage is extended to apply to Covered Property while away from the "insured location", for up to a certain percentage of the Limit of Insurance shown in the Declarations for the specific type of property, as follows:
  - **a.** 25%, for Miscellaneous Equipment Usual or Incidental to the Operation of a Farm; or
  - **b.** 10%, for other types of property.
- 2. This Coverage Extension is part of, not in addition to, the applicable Limit of Insurance or Special Limit of Insurance.
- 3. This Coverage Extension does not apply to:
  - a. "Livestock" or individually insured farm machinery, vehicles or equipment which are described in Paragraph 1.j. or 1.k. of Covered Property;
  - **b.** Property while in the custody of a common or contract carrier;
  - c. Property stored or being processed in manufacturing plants, public elevators, warehouses, seed houses or commercial drying plants; or
  - **d.** Property in public sales barns or public sales yards.

4. Under this Coverage Extension, the greatest proportion we will pay of any one loss is the proportion we would have paid if every policy covering the property involved in the loss had provided the same coverage as this Coverage Extension.

#### C. Replacement Machinery, Vehicles And Equipment Newly Purchased

This Coverage Extension applies to Coverage E.

A Special Limit of Insurance equal to \$75,000 plus the corresponding limit specified in the Declarations for individually scheduled items of Farm Machinery, Vehicles and Equipment applies to any item of property purchased as a replacement of such machinery, vehicle or equipment.

The additional \$75,000 coverage will end:

- 1. 30 days after the date of purchase of the replacement item; or
- 2. When this policy expires;

whichever comes first.

In no event will we pay more than the actual cash value as of the time of loss.

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

#### D. Additional Machinery, Vehicles And Equipment Newly Purchased

This Coverage Extension applies to Coverage E.

- 1. Coverage on such items of farm equipment, machinery and vehicles such as tractors, combines, harvesters, corn pickers and hay balers, will extend to apply to newly purchased additional farm equipment, machinery and vehicles.
- The most we will pay under this Coverage Extension is \$100,000 for loss of or damage to all such Newly Purchased Additional Farm Equipment, Machinery and Vehicles. This \$100,000 Limit is part of, not in addition to, the applicable Limit of Insurance.
- 3. When values for Newly Purchased Additional Farm Equipment, Machinery and Vehicles are reported under this Coverage Extension, additional premium for these values will be due and payable from the date of purchase.
- 4. None of the following is covered under this Coverage Extension:
  - a. Automobiles, trucks, motorcycles, motorized bicycles or tricycles, mopeds, dirt bikes, snowmobiles; four-wheel all-terrain vehicles; mobile homes or house trailers; vehicles primarily designed and licensed for road use (other than farm wagons and farm trailers); watercraft, aircraft; or their equipment, tires or parts;

- **b.** Liquefied petroleum or manufactured gas or fuel, or their containers;
- **c.** Brooders, fences, windchargers, windmills or their towers; or
- **d.** Any farm equipment, machinery, or vehicles purchased as replacements of equipment, machinery, vehicles or equipment specifically described in the Declarations.
- 5. This Coverage Extension will end:
  - a. 30 days after the date of acquisition of the additional item; or
  - **b.** When this policy expires;

whichever comes first.

6.

Newly Purchased Additional Farm Equipment, Machinery and Vehicles are covered under this Coverage Extension only to the extent that they are not covered under another Coverage or Coverage Form of this or any other policy of the "insured".

# E. Additional Acquired Livestock

This Coverage Extension applies to Coverage E.

- 1. If Coverage E covers "livestock":
  - a. Specifically declared and described in the Coverage E Declarations; or
  - **b.** With separate Limits of Insurance per class shown in the Coverage **E** Declarations;

we will cover additional "livestock" you acquire during the policy period, for up to 30 days from acquisition.

- 2. The most we will pay under this Coverage Extension is the lesser of:
  - a. The actual cash value of the additional "livestock"; or
  - **b.** 25% of the total of the Limits of Insurance shown in the Coverage **E** Declarations for:
    - (1) Specifically declared and described "livestock"; and
    - (2) "Livestock" with separate limits per class.
- 3. You must report the additional "livestock" within 30 days from the date of acquisition and pay any additional premium due. If you do not report such property, coverage will end 30 days after the date of acquisition.

# F. Thirty-Day Additional Limit On Borrowed Or Rented Farm Machinery, Vehicles, Equipment

This Coverage Extension applies to Coverage E.

 The Limit of Insurance, if any, shown in the Declarations for Farm Machinery, Vehicles, Equipment Borrowed Or Rented With Or Without A Written Contract will be increased by \$10,000, which will apply in any one occurrence to loss of or damage only to such items, as described and limited in Paragraph A.1.i. in Section I, that you borrow or rent after the beginning of the policy period. However, if a higher additional Limit of Insurance is specified in the Declarations, the higher Limit will apply.

- 2. Insurance under this Coverage Extension will end:
  - a. Thirty days after the Covered Property is borrowed or rented; or
  - b. When this policy expires;

whichever comes first.

3. If any property covered under this Coverage Extension remains in your possession for a period of more than thirty days, you must report value for it, and additional premium will be due and payable from the thirty-first day after you took possession.

# G. Farm Products In The Open – Coverage Against Certain Causes Of Loss

This Coverage Extension applies to Coverage F.

You may apply up to 10% of the Limit of Insurance shown in the Declarations for "farm personal property" to cover the following in the open:

- 1. Grain in piles, shocks, stacks or swaths;
- 2. Hay, straw and fodder in stacks, windrows or bales; but the most we will pay for loss or damage is \$10,000 for any one stack of hay, straw or fodder.

A stack means hay, straw or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw or fodder in the open.

Fire or lightning, windstorm or hail, vandalism, vehicles and theft are the only Covered Causes of Loss for the property named in Paragraphs **1.** and **2.** above.

**3.** Unharvested barley, corn, oats, rye, wheat and other grains, flax, soy beans and sunflowers (but not on seed or forage crops, straw or stubble).

Fire or lightning is the only Covered Cause of Loss for this property.

This Extension is part of, not in addition to, the applicable Limit of Insurance.

#### SECTION III – ADDITIONAL COVERAGES

#### A. Cost Of Restoring Farm Operations Records

For any one loss we will pay up to \$2,000 to cover your cost to research, replace or restore the lost information on farm operations records damaged by a Covered Cause of Loss. But if a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.

No deductible applies to this Additional Coverage.

#### B. Extra Expense

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

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

Extra Expense Coverage does not include loss caused by or resulting from the enforcement of any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants".

No deductible applies to this Additional Coverage.

#### C. 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.