

MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

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

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

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

A. Coverage

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

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

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

2. Property Not Covered

Covered Property does not include:

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

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

3. Covered Causes Of Loss

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

4. Additional Coverages

a. Collapse

(1) With respect to buildings:

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

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

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

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

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

b. Damage To Property Removed For Safekeeping

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

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

c. Debris Removal

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

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

- (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
- (b) The deductible in this policy applicable to that loss or damage.

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

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

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

- (a) The amount payable for the sum of direct physical loss or damage and debris removal expense exceeds the applicable Limit of Insurance; or
- (b) The debris removal expense exceeds the amount payable under the 25% limitation in Paragraph **4.c.(2)** above;

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

d. Extra Expense

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

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

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

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

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

No deductible applies to this Additional Coverage.

f. Reasonable Repairs

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

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

5. Coverage Extensions

a. Additional Acquired Property – Newly Purchased

(1) If this Coverage Form covers property specifically declared and described in the Declarations and if during the policy period you acquire additional newly purchased "mobile agricultural machinery and equipment", we will cover such property.

(2) The most we will pay under this Coverage Extension is \$100,000 for loss of or damage to all such "mobile agricultural machinery and equipment".

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

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

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

(5) This Coverage Extension will end:

(a) 30 days after the date of acquisition of the additional item; or

(b) When this policy expires; whichever comes first.

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

b. Additional Acquired Property – Replacement

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

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

The additional \$75,000 coverage will end:

(1) 30 days after the date of purchase of the replacement item; or

(2) When this policy expires; whichever comes first.

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

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

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

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

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - a. **Earth Movement**
 - (1) Landslide, including any earth sinking, rising or shifting related to such event;
 - (2) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
 - (3) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions that cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

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

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

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

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

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

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

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

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

c. Intentional Loss

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

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

d. Nuclear Hazard

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

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

e. Utility Services

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

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

f. Neglect

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

g. War And Military Action

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

h. Water

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

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

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

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

2. Other Exclusions

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

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

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

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

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

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

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

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

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

(2) Foreign objects being taken into any "mobile agricultural machinery and equipment";

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

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

j. Smoke, vapor or gas from agricultural smudging or industrial operations;

k. Wear and tear;

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

m. Smog;

n. Nesting or infestation, or discharge or release of waste products or secretions, by birds, vermin, rodents, insects or domestic animals;

o. Mechanical breakdown, including rupture or bursting caused by centrifugal force;

p. Dampness or dryness of atmosphere;

q. Changes in temperature or extremes of heat or cold, including freezing;

r. Marring or scratching;

s. Theft or vandalism to:

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

(a) Covered Property; and

(b) Permanently installed in the "mobile agricultural machinery and equipment".

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

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

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

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

a. Weather conditions. But this exclusion applies only if weather conditions contribute in any way with a cause or event excluded in Paragraph **B.1.** above to produce the loss or damage.

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

c. Faulty, inadequate or defective:

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

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

C. Limits Of Insurance

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

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

D. Deductible

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

E. Farm Inland Marine Conditions

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

LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

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

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

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

3. Duties In The Event Of Loss

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

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

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

4. Insurance Under Two Or More Coverages

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

5. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality.

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

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

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

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

6. Other Insurance And Service Agreement

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

7. Pair, Sets Or Parts

a. Pair Or Set

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

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

b. Parts

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

8. Recovered Property

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

9. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

This will not restrict your insurance.

10. Valuation

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

GENERAL CONDITIONS

1. Coinsurance

This condition applies separately to:

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

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

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

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Control Of Property

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

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

4. Legal Action Against Us

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

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

5. Liberalization

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

6. No Benefit To Bailee

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

7. Policy Period, Coverage Territory

Under this Coverage Form:

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

F. Definitions

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

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

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