

# OREGON MUTUAL INSURANCE COMPANY ORCHARD AND VINEYARD GROWERS ENDORSEMENT

M2871F (12-14)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under your Farm Policy as follows:

#### **COVERAGE SUMMARY**

This is a summary of the coverages provided by this endorsement. These coverages are subject to the provisions applicable to the Farm Property – Farm Personal Property Coverage Form (FP 00 13), Mobile Agricultural Machinery And Equipment Coverage Form (FP 00 30), Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions (FP 00 90), Causes Of Loss – Farm Property (FP 10 60), Common Policy Conditions, and Mutual Policy Conditions of the policy. If there is coverage for the same loss or damage in any other endorsement attached to this policy, the limits provided in this endorsement will be paid in excess of those other limits.

Contamination of Orchard or Vineyard Products Coverage
Contingent Orchard and Vineyard Transit Coverage
Harvested Orchard and Vineyard Products Coverage At Insured Location\$25,000
In Transit on an Owned, Rented or Leased Vehicle\$5,000
Away From Insured Location \$10,000
In Custody of a Common Carrier \$5,000
Orchard and Vineyard Tree and
Vine Coverage
Sign Coverage \$5,000
Extended Extra Expense – Machinery and Equipment
Rental Reimbursement Coverage\$5,000

A. The following Additional Coverages are added under FP 00 13 – FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM, Coverage E – Scheduled Farm Personal Property:

# 1. CONTAMINATION OF ORCHARD OR VINEYARD PRODUCTS COVERAGE

- a. Coverage
  - (1) We will pay for direct physical loss or damage to harvested orchard or vineyard products including related packaging materials and containers, owned by you at the "insured location", but not while in transit. The loss or damage must be caused by the sudden and accidental release of fluids from machinery used in the harvesting of orchard or vineyard products.

- (2) Under this Additional Coverage, Covered Property includes orchard or vineyard products that are:
  - (a) Standing or growing;
  - (b) On the ground; or
  - (c) In bins.

Property Not Covered

- (1) Under this Additional Coverage,
  Covered Property does not include
  orchard or vineyard products that are in
  the open for more than seven (7) days
  after having been harvested.
- (2) Covered Property does not include vineyard products when they are:
  - (a) In the process of being crushed or after having been crushed; or
  - (b) Being processed for conversion to wine.
- c. Limits of Insurance

The most we will pay for the total of all loss or damage under this Additional Coverage that is caused by or results from all occurrences in any one policy term is \$25,000. This limit:

- Applies regardless of the number of locations, coverages or coverage forms involved; and
- (2) Is part of, and does not increase the Limit of Insurance provided under this Coverage Part.

# 2. CONTINGENT ORCHARD AND VINEYARD TRANSIT COVERAGE

- a. We will pay up to \$5,000 per occurrence if you cannot collect on the bill of sale for orchard and vineyard products, which are shipped at the buyers risk of loss, because the products were damaged by a Covered Cause of Loss as stated under FP 10 60 CAUSES OF LOSS FORM FARM PROPERTY endorsement, Section C. Covered Causes of Loss Broad.
- b. Covered Property does not include vineyard products when they are:
  - (1) In the process of being crushed or after having been crushed; or
  - (2) Being processed for conversion to wine.

# 3. HARVESTED ORCHARD AND VINEYARD PRODUCTS COVERAGE

#### a. Causes of Loss

We will pay for loss or damage to harvested orchard or vineyard products owned by you, including related packaging materials and containers owned by you. The loss or damage must be caused by or resulting from a Covered Cause of Loss as stated under FP 10 60 – CAUSES OF LOSS FORM – FARM PROPERTY endorsement, Section C. Covered Causes of Loss – Broad, or resulting from collision upset or overturn of a motor vehicle, trailer, farm machinery of equipment.

# b. Coverage and Limits of Insurance

(1) At Insured Location

We will pay up to \$25,000 per occurrence for loss or damage to your harvested orchard and vineyard products, including related packaging

materials and containers, owned by you at the "insured location", but not while in transit.

(2) In Transit on an Owned, Rented or Leased Vehicle

We will pay up to \$5,000 per occurrence for loss or damage to your harvested orchard or vineyard products, including related packaging materials and containers, while in transit within 100 miles of the "insured location" on a vehicle owned, leased or rented by you.

- (3) Away From Insured Location
  We will pay up to \$10,000 per
  occurrence for loss or damage to your
  harvested orchard and vineyard
  products, including related packaging
  materials and container owned by you,
  at a location other than an "insured
  location", but not while in transit.
- (4) In Custody of a Common Carrier

  We will pay up to \$5,000 per occurrence with an annual aggregate limit of \$20,000 for loss or damage to your harvested orchard and vineyard products, including related packaging materials and containers owned by you while in the custody of a common or contract carrier. If there is other insurance covering the same loss we will pay for the amount in excess of the amount due from the other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### c. Property Not Covered

Under this Harvested Orchard and Vineyard Products Additional Coverage, Covered Property does not include orchard or vineyard products that are:

- (1) Standing or growing;
- (2) On the ground;
- (3) Any orchard or vineyard product in the open for more than seven (7) days after it has been harvested; or
- (4) In the process of being crushed or after having been crushed; or
- (5) Being processed for conversion to wine.

# ORCHARD AND VINEYARD TREE AND VINE COVERAGE

#### a. Coverage

We will pay for direct physical loss or damage to your trees or vines, including fruit growing thereon, and supporting "trellises", used in the production of orchard or vineyard products resulting from fire, lightning, explosion, riot or civil commotion, aircraft or self-propelled missiles, vehicles not operated by you or your employees, sinkhole collapse, windstorm, volcanic action, vandalism or theft. No other perils are covered.

### b. Definitions

"Trellises" means tree or vine supports including irrigation piping used to service the trees or vines.

#### c. Limits of Insurance

The most we will pay under this Additional Coverage is \$50,000 per occurrence regardless of the number of damaged or destroyed trees or vines. However, we will not pay more than \$1,000 for any one damaged or destroyed tree or vine, including the expenses incurred for its removal.

#### d. Reducing Your Loss

As respects this Additional Coverage, you must reduce your loss, if possible, by:

- Using due diligence and dispatch and all reasonable means to resume your farming operations partially or completely; and
- (2) Using other property available to you.

### e. Deductible

No deductible applies to this Additional Coverage.

# 5. SIGN COVERAGE

#### a. Coverage

We will pay for direct physical loss of or damage to any unspecified signs owned by you at the "insured location", including any related outside wiring and attachments and caused by or resulting from a Covered Cause of Loss as stated under FP 10 60 – CAUSES OF LOSS FORM – FARM PROPERTY, Section C. Covered Causes of Loss – Broad.

b. Limits of Insurance

We will pay up to the replacement cost of the sign without deduction for depreciation; however, the most we will pay in any one occurrence is \$5,000.

- B. The following Additional Coverage is added to either FP 00 13 – FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM, Coverage E – Scheduled Farm Personal Property or FP 00 30 – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM:
  - EXTENDED EXTRA EXPENSE MACHINERY AND EQUIPMENT RENTAL REIMBURSEMENT COVERAGE

If we provide coverage for mobile agricultural machinery, vehicles and equipment under either FP 00 13 – FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM or FP 00 30 – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM, under this Additional Coverage we will pay:

- a. Up to \$5,000 for the cost to rent temporary replacement agricultural machinery and equipment as a result of direct physical loss of or damage to Covered Property. But, this extended coverage will apply only if:
  - The Covered Property cannot be used due to loss or damage caused by a Covered Cause of Loss; or
  - (2) You do not have similar Covered Property available for use; and
  - (3) Your Covered Property is necessary to resume normal farming operations.
- The most we will pay is the lesser of the following:
  - (1) The actual rental expense you incur; or
  - (2) \$300 per day.
- c. We will not pay your rental expenses:
  - Unless the temporary agricultural machinery or equipment you rent is similar in function and use to that which has been damaged or destroyed; or

- (2) That are associated with a long term lease or rental agreement; or
- (3) That are incurred after your Covered Property has been repaired and is available for your use.
- d. Reducing Your Loss

As respects this Additional Coverage, you must reduce your loss, if possible, by:

- (1) Using due diligence and dispatch and all reasonable means to resume your farming operations partially or completely; and
- (2) Using other property available to you.

No deductible applies to this Additional Coverage.

#### C. Valuation

- "Trellises" will be valued at the cost of material and labor to repair or replace the damaged or destroyed property with other property of comparable material and quality used for the same purpose.
- 2. Trees and vines will be valued at the cost of the trees or vines, labor, fertilization, and disease and pest application needed for the initial planting to replace the lost or damaged trees or vines. The most we will pay is limited to the replacement cost of the lost or damaged trees or vines with trees or vines of like kind, quality and variety. If the tree or vine stock is irreplaceable, meaning that it is no longer available for purchase, we will pay to replace with new tree or vine stock of like kind, quality and variety.
- 3. Orchard or vineyard products will be valued at the cost to replace the lost or damaged orchard or vineyard products with orchard or vineyard products of like kind, quality and variety. If the vineyard products are irreplaceable, meaning that they are no longer available for purchase, we will pay to replace with similar orchard or vineyard products of like kind, quality and variety.
- Unless otherwise stated in this endorsement, we will pay actual cash value as of the time and place of loss, but we will not pay more than the amount necessary for repair or replacement.

### D. Deductible

Unless otherwise stated in this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds a deductible of \$500 for these coverages. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.