



Svea Mutual Insurance Company

P .O. BOX 37, 1103 4th St., Orion, Illinois 61273-0037

Phone 309-526-3366 Fax 309-526-3530

Policy Number:

0301683

4

Renewal Of:

Period From:

04/21/24

To:

04/21/25

12:01am

Effective:

04/21/24

AMENDED RENEWAL POLICY TYPE: TOWN OWNER

NAMED INSURED:

PAUL D WELLS
DONNA M WELLS
310 W MAIN STREET
P.O. BOX 96
ELLISVILLE IL 61431

(309) 293-2461

AGENT:

AGENT NO.:

PURDUM GRAY INGLEDUE BECK, INC
215 EAST JACKSON STREET
MACOMB, IL 61455

(309) 833-1755

POLICY DEDUCTIBLE \$1,000 DEDUCTIBLE/\$2,000 WIND & HAIL DEDUCTIBLE

Coverage is provided where a premium or limit of liability is shown for the coverage. In case of loss under Section I, we cover only that part of the loss over the deductible stated. This declaration page with policy jacket, forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy. These declarations replace all prior declarations.

THIS POLICY WILL BE BILLED: SEMI-ANNUAL DIRECT
CHANGED TO SEMI-ANNUAL BILLING

FULL TERM PREMIUMS	FIRE PREM	WIND PREM	LIAB PREM	I.M. PREM	MINE/EQB PREM	OTHER PREM
	528.50	528.50	90.00	.00	.00	40.00

TOTAL ANNUAL PREMIUM: 1,187.00

----- LOCATION(S) OF PROPERTY INSURED -----
LOCATION ACRES QTR SEC TWP RNG TOWNSHIP COUNTY ST
001 310 W. MAIN STREET FULTON IL
ELLISVILLE TWP

----- COVERAGE LIMITS - SECTION I -----

INSURED ITEMS:

LO	RATE	COVERAGE	COV	DESCRIPTION	DIMENSIONS	YR	ROOF
NO	CD	FC	AMOUNT		W L H	BLT	KIND YR
01	1AM	06	209,900	SELECT DWELLING	3 2 1,200	1901	F ASPHS 16
				5% AUTO/HOME DISCOUNT			
				FINANCIAL STABILITY DISCOUNT			
				R/C & 70 APPLIES TO PERS. PROP			
			20,990	OTHER STRUCTURES	3 2		
			146,930	PERSONAL PROPERTY	2 1		
			41,980	LOSS OF USE	3 1		

POLICY FEE INCLUDED

COMMENTS OR RESTRICTIONS:

**COVERAGE FOR THE DWELLING ROOF IS RESTRICTED TO PERILS 2 (BROAD FORM) AND LOSS SETTLEMENT 1 (ACTUAL CASH VALUE). ALL INTERIOR DAMAGE CAUSED BY LEAKAGE IS EXCLUDED.

CONTINUED





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POLICY DEDUCTIBLE \$1,000 DEDUCTIBLE/\$2,000 WIND & HAIL DEDUCTIBLE

**COVERAGE FOR THE DETACHED GARAGE ROOF IS RESTRICTED TO PERILS 2 (BROAD FORM) AND LOSS SETTLEMENT 1 (ACTUAL CASH VALUE). ALL INTERIOR DAMAGE CAUSED BY LEAKAGE IS EXCLUDED.
**OTHER STRUCTURES COVERAGE APPLIES TO DETACHED GARAGE ONLY.
**COVERAGE ON THE MACHINE SHED IS EXCLUDED.

419,800 TOTAL SECTION I PROPERTY COVERAGES

LIABILITY COVERAGES PROVIDED BY:

IMT INSURANCE COMPANY

ID: 1203-99

LIABILITY POLICY NUMBER:

0301683

PERSONAL LIABILITY - NUMBER OF FAMILIES

1

L LIABILITY

500,000 EACH OCCURRENCE

M MEDICAL PAYMENTS TO OTHERS

5,000 EACH PERSON

25,000 EACH ACCIDENT

N DAMAGE TO PROPERTY OF OTHERS

1,000 EACH OCCURRENCE

PERSONAL INJURY GL 81

90048 IDENTITY RECOVERY (PL)

15000

TOTAL SECTION II LIABILITY PREMIUM:

90.00

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

200-1	07-08	CL0678	02-11	GL81 IL	07-06
ML 6023	01-21	PL 1201	12-17	PL 7011	06-10
PL 7019	02-13	PL 7020	12-14	PL 7027	12-16
SVEA 102	02-11	SVEA 125	03-01	SVEA 206	01-20
SVEA 400	07-19	SVEA 455	01-21	SVEA 402	07-23



PERSONAL LIABILITY COVERAGE

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

If this Personal Liability Coverage is issued as an endorsement to another policy, there may be some words which have different meanings. The definitions listed below will apply to the liability coverage provided by this Personal Liability Coverage Form.

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

(1) Ownership of such vehicle or craft by an "insured";

(2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;

(3) Entrustment of such vehicle or craft by an "insured" to any person;

(4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or

(5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

(1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

(2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles;

(3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

(4) Motor vehicle means a "motor vehicle" as defined in **8.** below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or

b. Any other activity engaged in for money or other compensation, except the following:

(1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;

(2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

(3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services (Home day care service for which compensation is received is a business and subject to the \$2,000 total compensation condition described in **b.(1)**); or

(4) The rendering of home day care services to a relative of an "insured".

(2) Other persons using the vehicle on an "insured location" with your consent.

4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

Throughout this policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

5. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi. This does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

6. "Insured" means:

7. "Insured location" means:

a. You and residents of your household who are:

a. The "residence premises";

b. The part of other premises, other structures and grounds used by you as a residence;

(1) Which is shown in the Declarations; or

(2) Which is acquired by you during the policy period for your use as a residence;

(1) Your relatives; or

c. Any premises used by you in connection with a premises described in a. and b. above;

(2) Other persons under the age of 21 and in the care of any person named above;

d. Any part of a premises:

(1) Not owned by an "insured"; and

(2) Where an "insured" is temporarily residing;

b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

(1) 24 and your relative; or

(2) 21 and in your care or the care of a person described in a.(1) above;

e. Vacant land, other than farm land, owned by or rented to "insured";

f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";

c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft, which are owned by you or any person included in a. or b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or

g. Individual or family cemetery plots or burial vaults of an "insured"; or

h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

d. With respect to a "motor vehicle" to which this policy applies:

8. "Motor vehicle" means:

(1) Persons while engaged in your employ or that of any person included in a. or b. above; or

a. A self-propelled land or amphibious vehicle; or

b. Any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a. "Bodily injury"; or
- b. "Property damage".

10. "Property damage" means the physical injury to or destruction of tangible property. "Property damage" does not include the loss of use, unless the property has been physically damaged or destroyed.

11. "Residence employee" means:

- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

12. "Residence premises" means:

- a. The one family dwelling where you reside;
- b. The two family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

LIABILITY COVERAGES

A. Coverage L – Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

- 1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, funeral services, and eyeglasses, including contact lenses. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

- 1. To a person on the "insured location" with the permission of an "insured"; or
- 2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages L and M do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

- a. Is registered for use on public roads or property;
- b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
- c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used to service an "insured's" residence;

However, this exception does not apply to "recreational motor vehicles" unless used solely to service the "residence premises".

"Recreational motor vehicle" as used in this provision is one of the following:

- (1) All-terrain vehicle;
- (2) Dune buggy;
- (3) Snowmobile; or
- (4) Any other motorized land vehicle that is designed for recreational use off public roads.

c. Designed to assist the handicapped and, at the time of an "occurrence", it is:

- (1) Being used to assist a handicapped person; or
- (2) Parked on an "insured location".

d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or
- (2) Owned by an "insured" provided the "occurrence" takes place
 - (a) On an "insured location" as defined in Definitions B.7.a., b., d., e. or h.; or
 - (b) Off an "insured location" but only if the "motor vehicle" is powered by an electric motor and:
 - (i) Was not built or modified after manufacture to exceed a speed of 15 miles per hour on level ground; or
 - (ii) Is not a two wheel motorized vehicle or motorized golf cart, regardless of its speed capability.

e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence; or
- f. A farm tractor. However, this coverage does not apply to the use of a farm tractor:
 - (1) In, or in the practice or the preparation for, racing, speed, pulling or pushing demolition or stunt activities or contests;
 - (2) While used to carry persons for a charge; or
 - (3) While rented to others.

B. "Watercraft Liability"

1. Coverages L and M do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of "occurrence", the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or

- c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage L – Liability And Coverage M – Medical Payments To Others

Coverages L and M do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

b. This Exclusion **E.2.** does not apply to:

(1) The rental or holding for rental of an "insured location";

(a) On an occasional basis if used only as a residence;

(b) In part for use as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

a. Owned by an "insured";

b. Rented to an "insured"; or

c. Rented to others by an "insured";

that is not an "insured location";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

a. Undeclared war, civil war, insurrection, rebellion or revolution;

b. Warlike act by a military force or military personnel; or

c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse;

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;

9. Lead

a. "Bodily injury" or "property damage" arising out of, resulting from, or in any way caused by or contributing to the actual, alleged or threatened ingestion, inhalation, migration, release, escape, absorption, exposure to or presence of lead in any form; or

b. Any loss, cost or expense arising out of any:

(1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or

(2) Claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead;

10. Asbestos

- a. "Bodily injury" or "property damage" arising out of, resulting from, or in any way caused by or contributing to the actual, alleged or threatened ingestion, inhalation, migration, release, escape, absorption, exposure to or presence of asbestos in any form; or
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of asbestos; or
 - (2) Claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of asbestos;

11. Misconduct

Damages arising out of:

- a. Misconduct of an "insured"; or
- b. The liability of the "insured" for the misconduct of another "insured" or any other person.

Misconduct means sexual misconduct, sexual molestation, sexual abuse, non-consensual sexual activity, or the physical or mental abuse of any person;

12. Employment-Related Practices

"Bodily injury" arising out of any:

- a. refusal to employ;
- b. termination of employment;
- c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- d. consequential "bodily injury" as a result of a., b., or c. above.

This exclusion applies whether the "insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury; or

13. Use Of Livestock Or Other Animals

"Bodily injury" or "property damage" arising out of:

- a. The use of any livestock or other animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this Exclusion 13.a. applies only to "occurrences" arising out of such contests or activities that take place at the site designated for the contest or activity; or
- b. The use of any livestock or other animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event.

Exclusions A. "Motor Vehicle Liability", B. "Watercraft Liability", C. "Aircraft Liability", D. "Hovercraft Liability" and E.4. "Insured's Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage L – Liability

Coverage L does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in a. above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - a. Is also an "insured" under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;
 or any of their successors; or
 - b. Would be an insured under such a policy but for the exhaustion of its limit of liability;
6. "Bodily injury" to you or an "insured" as defined under Definitions 6.a. or b.

This exclusion also applies to any claim made or suit brought against you or an "insured":
 - a. To repay; or
 - b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured"; or

7. Punitive, exemplary or statutory multiple damages or related defense costs. This exclusion applies regardless of any provisions of this policy or endorsements attached to it.

G. Coverage M – Medical Payments To Others

Coverage M does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
 - a. Occurs off the "insured location"; and
 - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;
 all whether controlled or uncontrolled or however caused; or
 - d. Any consequence of any of these; or
4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

ADDITIONAL COVERAGES

Unless otherwise stated, we cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;

2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage L limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".'.

C. Coverage N - Damage To Property Of Others

1. We will pay, at replacement cost, up to the Coverage N limit for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":
 - a. Caused intentionally by an "insured" who is 13 years of age or older;
 - b. To property owned by an "insured";
 - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - d. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion **d.(3)** does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

D. Limited Fungi, Wet or Dry Rot, or Bacteria Coverage

1. We will pay the total of all damages, up to the Aggregate Limit shown in paragraph 2., arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.
2. Aggregate Limit of Liability: \$50,000
 - a. This is the most we will pay for "Fungi", Wet or Dry Rot, or Bacteria Coverage, regardless of the number of:
 - (1) Locations insured under the policy;
 - (2) Persons injured;
 - (3) Persons whose property is damaged;
 - (4) "Insureds"; or
 - (5) "Occurrences" or claims made.
 - b. This limit does not increase the Coverage L – Limit of Liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. The limit, when used, shall never be restored in subsequent policy periods for the same "occurrence".
 - c. With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in this coverage, the Aggregate Limit of Liability does not apply separately to each "insured".

CONDITIONS

A. Limit Of Liability

Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Coverage L limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

The limit shown on the Declarations per person for Coverage M is the most we will pay for "bodily injury" to one person as the result of one accident. When a limit is shown on the Declarations per accident for Coverage M, that limit is the most we will pay for any one accident.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the "Declarations";
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";

4. At our request, help us:

- a. To make settlement;
- b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
- c. With the conduct of suits and attend hearings and trials; and
- d. To secure and give evidence and obtain the attendance of witnesses;

5. With respect to Coverage N - Damage To Property Of Others under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;

6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Coverage M – Medical Payments To Others

1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage M – Medical Payment To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
2. No one will have the right to join us as a party to any action against an "insured".

3. Also, no action with respect to Coverage L can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Subrogation

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If any assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage M or Coverage N - Damage To Property Of Others under Additional Coverages.

K. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

L. Liberalization

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

M. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

N. Assignment

Assignment of this policy will not be valid unless we give our written consent.

O. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
2. "Insured" includes:
 - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

P. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.This can be done by letting you know at least 30 days before the date cancellation takes effect.
 - d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
3. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

Q. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions.
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

R. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

S. Non-Assessable

No assessment will be made under this policy.

CIVIL UNIONS AMENDMENT ILLINOIS

Throughout this policy, any reference to a spouse includes a person who is a part of a civil union couple as defined by Illinois law.

Throughout this policy, any reference to a family member, relative, or any family relationship includes the families of a civil union couple as defined by Illinois law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY

This endorsement modifies insurance provided under the following:

Personal Liability
Farmers Personal Liability

DEFINITIONS

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

"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.

LIABILITY COVERAGE

The following is added to Coverage L - Liability:

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for damages for which an "insured" is legally liable; and

2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

EXCLUSIONS

With respect to the coverage provided by this endorsement, the Exclusion Section is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal Injury":
 - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
 - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
 - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - d. Arising out of a criminal act committed by or at the direction of an "insured";
 - e. For which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement;
 - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";

- g. Arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to an "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

- h. Arising out of civic or public activities performed for pay by an "insured";
- i. To you or an "insured" as defined under Definition 6.a. or b. (Definition 11.a.(1) under the Farmers Personal Liability Policy);

This exclusion also applies to any claim made or suit brought against you or an "insured":

- (1) To repay; or
- (2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured";

- j. Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;

- k. However caused, arising, directly or indirectly, out of:

- (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; or

- l. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Employment-Related Practices

"Personal injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) Consequential "personal injury" as a result of (1), (2), (3) or (4) above.

This exclusion applies whether the "insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury; or

2. Any loss, cost or expense arising out of any:

- a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

CONDITIONS

With respect to the coverage provided by this endorsement, the Conditions for Limit of Liability, Severability of Insurance and Duties After "Occurrence" are deleted and replaced by the following:

Limit of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage L. This limit is the same regardless of the number "insureds", claims made or suits brought.

Severability of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and named "insured";
 - b. Reasonably available information on the time, place and circumstances of the offense; and
 - c. Names and addresses of any claimants and witnesses;

2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

All other provisions of this policy apply.


IMT INSURANCE COMPANY
AMENDATORY ENDORSEMENT


1. IMT Insurance Company located at 7825 Mills Civic Parkway, West Des Moines, Iowa, is a stock company domiciled under the laws of the state of Iowa.
2. The following Annual Meeting Condition is added:

Annual Meeting of Members - The insured named in the Declarations is a member of IMT Mutual Holding Company and is entitled to vote for directors and participate in the annual meeting held at IMT's Home Office, West Des Moines, Dallas County, Iowa, on the third Thursday of April of each year beginning at 1:00 P.M. Each Member has one vote, which may be cast in person or by written proxy filed with the President of the Corporation 12 days before the meeting. Twenty-five members, present in person or represented by proxy at any annual meeting or special meeting, shall constitute a quorum for the transaction of any business.

3. The following is made a part of the policy:

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Personal Liability
Farmers Personal Liability

1. When this endorsement is attached to a Farmer Personal Liability Coverage Form, the following changes are made:

- a. The definition of "pollutants" in the DEFINITION SECTION is deleted and replaced by:

"Pollutants" means any solid, liquid, gaseous, thermal or radioactive irritant or contaminant, including acids, alkalis, chemicals, farm chemicals, fumes, smoke, soot, sound emissions, vapors, or waste.

Chemicals include, but are not limited to, petroleum, petroleum derivatives, and petroleum synthetics.

Farm chemicals include, but are not limited to, pesticides, herbicides, fungicides, insecticides and fertilizers.

Waste includes, but is not limited to, materials to be disposed of, recycled, reconditioned or reclaimed, and "livestock", "poultry, or other animal excrement.

- b. Under the Cancellation Condition P., the following statement is deleted:

Any reference under this rule to "you" means the first Named Insured if the named insured is other than an individual.

2. When this endorsement is attached to either a Personal Liability Coverage Form or a Farmers Personal Liability Coverage Form, the following changes apply:

Wherever the term "spouse" is used in this policy, "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Illinois law.

LIABILITY COVERAGES

Under Paragraph A. Coverage L - Liability, Paragraph 1. is deleted and replaced by the following:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable.

EXCLUSIONS

- E. Coverage L - Liability and Coverage M - Medical Payments to Others

Paragraph E.6. Communicable Disease is deleted and replaced by the following:

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of disease by an "insured" through sexual contact.

Paragraph E.7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse is deleted and replaced by the following:

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

An "insured" who inflicts, or directs another person to inflict, upon any person, sexual molestation, corporal punishment or physical or mental abuse which results in "bodily injury" or "property damage".

Paragraph E.11. Misconduct is deleted and replaced by the following:

11. Misconduct

Any claim or suit seeking damages for:

- a. any "insured" who actively participates in any act of misconduct; or

- b. the liability of an "insured" who knows and permits the misconduct of another "insured".

However, we will provide a defense until it is determined by a court of law that the "insured" is guilty of misconduct.

Misconduct means sexual misconduct, sexual molestation, sexual abuse, or non-consensual sexual activity. Sexual abuse includes physical or mental harassment or assault of a sexual nature.

F. Coverage L – Liability

Paragraph F.6. (Paragraph F.7. on the Farmers Personal Liability Coverage) is deleted and replaced by the following:

- 6. "Bodily injury" to you or an "insured" within the meaning of Definition 6. Insured, (Definition 11.a.(1) under the Farmers Personal Liability Coverage) Paragraphs a. or b. of "insured" as defined. However, with respect to a loss arising from any vehicle or conveyance covered under this policy, this Exclusion F.6. does not apply:
 - a. to the maintenance or use of such vehicle or conveyance by an "insured" other than an "insured" as defined under Definitions 5.a. or b.; or
 - b. When a third party acquires a right of contribution against you or an "insured".

Paragraph F.7. (Paragraph F.8. on the Farmers Personal Liability Coverage) is deleted and replaced by the following:

7. Punitive Damages

A claim or indemnification for punitive or exemplary or statutory multiple damages. If a suit seeking both compensatory and punitive, exemplary or statutory multiple damages is brought against the "insured" for an "occurrence" covered by this policy, we will provide defense costs. We will not pay for any costs, interest or damages attributable to punitive, exemplary or statutory multiple damages.

CONDITIONS

- 1. The Concealment Or Fraud Condition is deleted and replaced by the following:

Concealment, Misrepresentation or Fraud

This policy is void if you or any "insured" commit fraud or conceal or misrepresent a fact in the process leading to the issuance of this insurance, and such fraud, concealment or misrepresentation is stated in the policy or endorsement or in the written application for this policy and:

- a. Was made with the actual intent to deceive; or
- b. Materially affected either our decision to provide this insurance or the hazard we assumed.

However, this condition will not serve as a reason to void this policy after it has been in effect for one year or one policy term, whichever is less. Notwithstanding the limitation in this paragraph, we may cancel or nonrenew this policy in accordance with the terms of the Cancellation Condition and the Nonrenewal Condition.

- 2. Paragraph 2. of the Cancellation Condition is deleted and replaced by the following:

We may cancel this policy as provided in this condition. The cancellation notice will be mailed to you at your last mailing address known by us, together with our reason for cancellation, and we will obtain a certificate of mailing. Proof of mailing will be sufficient proof of notice

Notification of cancellation will also be sent to the named insured's broker, if known, or agent of record, if known, and to the mortgagee or lienholder listed on the policy.

- a. When this policy had been in effect for less than 60 days and it is not a renewal with us, we may cancel for any reason.
- b. When this policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel only for one or more of the following reasons:
 - (1) Non-payment of premium;
 - (2) The policy was obtained through a material misrepresentation;

- (3) An "insured" violated any of the terms or conditions of the policy;
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification to the Director of the loss of reinsurance by the insurer which provided coverage to the insurer for all or a substantial part of the underlying risk insured; or
 - (6) A determination by the Director that the continuation of the policy could place the insurer in violation of the insurance laws of this state.
- c. If we cancel for non-payment of premium, we will let you know of our action at least 10 days before cancellation takes effect. If we cancel for a reason other than non-payment of premium we will let you know of our action at least 30 days before cancellation takes effect.

3. The following condition is added:

Nonrenewal

- 1. We may elect not to renew this policy at its expiration date. We will notify you of our intention not to renew, and of our reason for nonrenewal, at least 30 days before the expiration date.
- 2. The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to the named insured.
- 3. If we offer renewal and you fail to pay the renewal premium before the expiration date of this policy, this policy will terminate upon 10 days' notice to you.

- 4. We will mail the notice to you at your last mailing address known by us and we shall obtain a certificate of mailing. Proof of mailing will be sufficient proof of notice.

Notification of nonrenewal will also be send to the named insured's broker, if known, or agent of record, if known, and the last known mortgagee or lienholder.

- 4. The Other Insurance Condition is deleted and replaced by the following:

Other Insurance

If the "insured" has other insurance under any other policy covering the same loss, we will pay only the proportion of covered damages and related defense costs that the applicable limit under this policy bears to the total amount of all insurance providing coverage for the loss.

- 5. When this endorsement is attached to a Farmers Personal Liability Coverage Form, the following changes are made:

A. Under Optional Coverages

Optional Coverages

Under A. Coverage D – Damage to Farm Equipment of Others, paragraph 4. is deleted.

- B. Under Conditions, paragraph H. Other Insurance is amended to include:

This condition does not apply to the Optional Coverage – Coverage D – Property Damage to Farm Equipment of Others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

IDENTITY RECOVERY COVERAGE CASE MANAGEMENT SERVICE AND COSTS COVERAGE

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

The following Identity Recovery Coverage has been endorsed onto your Personal Liability Coverage Policy as a matter of convenience for policy issuance. The coverage and service provided under this endorsement are separate from your Personal Liability coverage. Identity Recovery Coverage is a first party coverage that inures to benefit of the "ID recovery insureds". Identity Recovery Coverage includes reimbursement of specified legal expenses, but such coverage is subject to the Identity Recovery Coverage limit. Under Identity Recovery Coverage, we do not have a duty to defend the insured from claims or suits. The limit and deductible applicable to Identity Recovery Coverage are separate from and in addition to the limits and deductibles that apply to your Personal Liability coverage. The Personal Liability Policy Conditions apply to coverage under this Identity Recovery Coverage.

DEFINITIONS

The following definitions are added with respect to this endorsement only:

1. "ID Recovery Case Manager" means a person assigned by us to help an "ID recovery insured" to recover control over his or her personal identity. This help may include contacting authorities, credit bureaus, creditors and businesses. Such contacts will take place with the permission and co-operation of the "ID recovery insured."

2. "ID Recovery Insured" means you and any person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

3. "ID Theft" means the fraudulent use of the Social Security number or other method of identifying an "ID recovery insured." This includes the fraudulent use of the personal identity of an "ID recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"ID theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

4. "ID Theft Costs" means any of the following when they are reasonable and necessary costs that are incurred as a direct result of an "ID theft:"

- a. Costs for re-filing applications for loans, grants or credit accounts.
- b. Costs for long distance telephone calls, postage and notarizing documents.

c. Costs for credit reports from established credit bureaus.

d. Costs for an attorney approved by us for the following:

- (1) The defense of any civil suit brought against an "ID recovery insured";
- (2) The removal of any civil judgment wrongfully entered against an "ID recovery insured";
- (3) Legal assistance for an "ID recovery insured" at an audit or hearing by a governmental agency;
- (4) Legal assistance in challenging the accuracy of the "ID recovery insured's" consumer credit report; or
- (5) The defense of any criminal charges brought against an "ID recovery insured" arising from the actions of a third party using the personal identity of the "ID recovery insured."

e. Actual lost wages of the "ID recovery insured" for time taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

- f. Costs for supervision of children or elderly or infirm relatives or dependants of the "ID recovery insured" during time taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "ID recovery insured."
- g. Costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "ID recovery insured."
- h. Any other reasonable costs necessarily incurred by an "ID recovery insured" as a direct result of the "ID theft."

(1) Such costs include:

- (A) Costs by the "ID recovery insured" to recover control over his or her personal identity.
- (B) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

- (A) Costs to avoid, prevent or detect "ID theft" or other loss.
- (B) Money lost or stolen.
- (C) Costs that are restricted or excluded elsewhere in this endorsement or policy.

- 5. "ID Theft Event" means all fraudulent activity arising from any one "ID theft" or any series of related "ID thefts". In the absence of direct evidence otherwise, it will be assumed that fraudulent activity that arises within a similar time frame or is evidenced by similar activity or the use of similar information constitutes a single "ID theft event".

IDENTITY RECOVERY COVERAGE

We will provide the Case Management Service and Costs Coverage indicated below if all of the following requirements are met:

- 1. There has been an "ID theft" involving the personal identity of an "ID recovery insured" under this policy; and
- 2. Such "ID theft" is first discovered by the "ID recovery insured" during the policy period for which this Identity Recovery coverage is applicable; and
- 3. Such "ID theft" is reported to us within 60 days after it is first discovered by you.

If all three of the requirements listed above have been met, then we will provide the following to the "ID recovery insured":

1. Case Management Service

Services of an "ID recovery case manager" as needed to respond to the "ID theft."

2. Costs Coverage

Reimbursement of actual "ID theft costs" incurred as a direct result of the "ID theft."

This coverage is additional insurance.

LIMITS

Case Management Service is available as needed for any one "ID theft" for up to 12 months in a row from the inception of the service. Costs we incur to provide Case Management Service do not reduce the amount of limit available for Costs Coverage.

Costs Coverage is subject to a limit of \$15,000 per "ID theft event."

Coverage for legal costs is found under item d. of the definition of "ID theft costs." Such legal costs are part of, and not in addition to, the Costs Coverage limit.

Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "ID theft costs" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to wages lost and costs incurred within 12 months after the first discovery of the "ID theft" by the "ID recovery insured."

Item g. (Mental Health Counseling) of the definition of "ID theft costs" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "ID theft" by the "ID recovery insured."

Item h. (Miscellaneous Unnamed Costs) of the definition of "ID theft costs" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "ID theft" by the "ID recovery insured."

DEDUCTIBLE

Case Management Service is not subject to a deductible.

Costs Coverage is subject to a deductible of \$100 per "ID theft event."

EXCLUSIONS

The following additional exclusions apply to this coverage. These exclusions apply to both Case Management Service and Costs Coverage.

We do not cover loss or expense arising from any of the following:

1. The theft of a professional or business identity.
2. Any fraudulent, dishonest or criminal act by an "ID recovery insured." This includes any such act by a person aiding or abetting an "ID recovery insured." This also includes any such act by an authorized representative of an "ID recovery insured." In all these cases, it does not matter whether the individual is acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "ID recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
3. An "ID theft" that is not reported in writing to the police.

CONDITIONS

The following additional Conditions apply to this coverage:

A. Assistance and Claims

If you have questions or need help, please call the **ID Recovery Help Line** at **1-800-414-9917**.

The **ID Recovery Help Line** is available to provide you with the following:

1. Information on how to respond to a possible "ID theft."
2. Instructions for how to submit a service request for Case Management Service and/or a claim form for Costs Coverage.

In some cases, we may provide Case Management services at our expense to an "ID recovery insured" prior to a determination that a covered "ID theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "ID theft" has not occurred.

As respects Costs Coverage, you must send to us receipts, bills or other records that support your claim for "ID theft costs." Such records must be sent to us within 60 days after our request.

B. Services

The following conditions apply as respects any services provided by us or our designees to you or any "ID recovery insured" under this endorsement:

1. Our ability to provide helpful services in the event of an "ID theft" depends on your cooperation, permission and assistance.
2. All services may not be available or applicable to all individuals. For example, "ID recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant that our services will end or solve all problems associated with an "ID theft." We do not warrant that our services will prevent future "ID thefts."

All other provisions of this policy apply.

This endorsement changes the policy.
-PLEASE READ THIS CAREFULLY-

**AMENDATORY ENDORSEMENT -
STUDENT AWAY FROM RESIDENCE PREMISES**

This endorsement modifies insurance provided under the following:

Farmers Personal Liability
Personal Liability

DEFINITIONS are amended as indicated.

Item **b.(1)**, (this is item **a.(1).(c).(i)** under Farmers Personal Liability Coverage) of definition of "Insured" is amended as follows:

- b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

- (1)** 26 and your relative; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR
PERSONAL INFORMATION AND DATA-RELATED LIABILITY –
WITH LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

Personal Liability Coverage
Farmers Personal Liability Coverage

A. The following exclusion is added to:

1. **Exclusions, F. Coverage L - Liability** in the Farmers Personal Liability Coverage; and Personal Liability Coverage:

**Access Or Disclosure Of Confidential Or
Personal Information And Data-related Liability**

Damages arising out of:

- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **a.** or **b.** above.

However, unless Paragraph **a.** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. If your policy carries the **GL81 – Personal Injury** endorsement, the following exclusion is added:

Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

PERSONAL LIABILITY COVERAGE

FARMERS PERSONAL LIABILITY COVERAGE

A. In the **Definitions** section in the Personal Liability Coverage and Farmers Personal Liability Coverage forms, the definition for aircraft is replaced by the following:

(1) Aircraft means:

(a) An unmanned aircraft which is an aircraft, (including model or hobby aircraft) that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft; and

(b) Aircraft (other than unmanned aircraft) which is any contrivance used or designed for flight.

B. Exclusion **C. "Aircraft Liability"** in the Personal Liability Coverage and Farmers Personal Liability Coverage forms is replaced by the following:

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

However, this exclusion does not apply to hobby or recreational use of unmanned aircraft. For the purposes of this endorsement, to be considered hobby or recreational use, the unmanned aircraft must:

1. Have a maximum weight of 5 pounds;
2. Be operated in accordance with applicable Federal Aviation Administration (FAA) guidelines; and

3. Not be involved in any of the following operations:

- a. Commercial, farming or agricultural use, (including aerial imaging, data acquisition or mapping); or
- b. Imaging, (including photographic, video or infrared); or
- c. Aerial applications, (including the spraying of chemicals or administration of medication).

C. Paragraph **E. Coverage L - Liability and Coverage M – Medical Payments to Others** Exclusion **16. Release or Discharge From Aircraft** in the Farmers Personal Liability Coverage form is replaced by the following:

"Bodily injury" or "property damage" caused by or resulting from any substance released or discharged from an aircraft.

This exclusion does not apply to hobby or recreational use of unmanned aircraft.

PLEASE READ YOUR POLICY CAREFULLY

Your insurance policy is made up of the policy booklet, the policy declaration page(s), and any accompanying endorsements.

IF YOU HAVE A CLAIM, YOU SHOULD:

1. Take all precautions or necessary action to prevent additional harm to persons or property.
2. Discuss the accident or claim only with the civil authorities and your or our representative(s).
3. Notify your agent as soon as possible. He will assist you with claim procedures and state reporting regulations.

If you should have any questions about your insurance, please contact your agent or this company.

HOME PROTECTOR POLICY

DEFINITIONS

THE TERMS THAT ARE DEFINED BELOW ARE IN BOLD FACE TYPE WHEN THEY APPEAR IN THE TEXT OF THIS POLICY.

1. **We, Us and Our** mean the Insurance Companies shown in the declarations.
2. **You and your** mean the policyholder named in the declarations and spouse, if living in the same household. **You and your** also mean a partnership, corporation, estate or trust as stated in the declarations.
3. **Insured** means the following residents of **your** household:
 - A. **You**;
 - B. **Your** relatives;
 - C. Any other person under the age of 21 in the care of those named above.
4. **Actual cash value** means the amount determined by replacement cost of the building or personal property less depreciation. Depreciation for purposes of these computations shall be based upon age, expected useful life, condition and obsolescence.
5. **Business** means any full or part-time trade, profession or occupation.
6. **Business property** means:
 - A. **Business** furniture, fixtures, equipment or supplies, or inventory.
 - B. Any part of an **insured location** in which a **business** is conducted.
 - C. The rental or holding for rental of any part of an **insured location** by an **Insured**.

Business property does not mean:

 - A. The rental or holding for rental of an **Insured's residence**:
 1. On an occasional basis for use as a **residence**;
 2. In part, unless intended for use as a **residence** by more than two roomers or boarders.
 3. In part as an office, school or studio.
 - B. The rental or holding for rental of an **insured location**:
 1. For private garages not to exceed three stalls or car spaces.
 - C. Electronically stored information on tapes, wires, discs or other software media created by or for the **Insured** for **business** or personal purposes.
7. **Insured location** means all locations described in the declarations which **you** own, rent or occupy. Land is no longer considered vacant when any construction operations have begun.
8. **Motor vehicle** means a motorized land vehicle, trailer or semi-trailer (including any attached machinery or apparatus), designed principally for travel on public roads. The following are not considered **motor vehicles** unless they are being towed by or carried on a **motor vehicle**:
 - A. utility, boat, camping or travel trailer;
 - B. farm implements;
 - C. farm machinery;
 - D. **recreational motor vehicles**;
 - E. any equipment which is designed for use principally off public roads and not licensed for road use.
9. **Occurrence** – Property Coverage, means an accident, including continuous or repeated exposure to conditions, which results in damage to property, but does not include the loss of use of property.
10. **Recreational motor vehicle** means any motorized vehicle designed for recreation, principally used off public roads and not licensed for road use.

11. **Residence** means a one or two family dwelling and grounds. **Residence** also means that part of any other building used as a private **residence**, but it does not include any portion used for **business** purposes.
12. **Residence employee** means someone employed by an **Insured** who performs duties in connection with the maintenance or use of the **residence location**. This includes a person who performs household or domestic services or who performs duties elsewhere of a similar nature not in connection with an **Insured's business**.
13. **Residence location** means a one or two family dwelling which is **your** principal **residence** and grounds. **Residence location** also means that part of any other building which is **your** principal residence but does not include any portion used for **business**.

AGREEMENT

We agree with **you**, in return for **your** premium payment, to provide insurance for direct loss subject to all the terms of this policy. **You** have the coverages described in the declarations, subject to the indicated amounts of insurance.

SECTION I – PROPERTY COVERAGE

COVERAGE A – DWELLING

We insure the dwelling(s) on the **insured location** including attached structures. This coverage also includes:

1. Materials on or adjacent to the **insured location** or temporarily elsewhere for the construction, alteration or repair of the dwelling(s).
2. Detached building items such as screens, storm doors and windows.

COVERAGE B – OTHER STRUCTURES

We insure auxiliary private structures on the **insured location**, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection, are considered to be auxiliary private structures.

We do not cover structures:

1. Used in whole or part for **business** purposes;
2. Rented or held for rental to any person, not a tenant of the dwelling, unless used solely as a private garage.

COVERAGE C – PERSONAL PROPERTY

We insure personal property owned or used by an **Insured** while it is anywhere in the world.

The following extensions and limits do not increase the Coverage C limit of liability:

1. On Premises

We include the following coverage:

- A. If **you** ask **us**, the personal property of guests or **residence employees** is covered while on the portion of the **insured location** occupied exclusively by an **Insured**;
- B. Outdoor equipment not permanently installed.

2. Off Premises

Our limit of liability for insured personal property while temporarily away from the **insured location** is 10 percent of Coverage C, but not less than \$1,000.

Personal Property on a newly acquired **insured location** is not subject to this limitation for the 30 days immediately after **you** begin to move property there.

3. Improvements, Alterations or Additions

If **you** are a tenant, **you** may apply up to 10 percent of Coverage C to cover permanent fixtures, alterations, decorations and additions installed on the **residence location** and made or acquired at **your** expense.

If the **residence location** is a condominium unit, **you** may apply up to 10 percent of Coverage C – Personal Property – to cover permanent fixtures, alterations, decorations or additions **you** own within **your** condominium unit. This does not include parts of the building structure or other property not owned exclusively by **you**.

4. Special Limits of Liability

These limits do not increase the Coverage C limits of liability. The special limit for each lettered category below is the total limit for each loss for all property in that category.

- A. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals;
- B. \$1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps;
- C. \$1,000 on watercraft, including their trailers, furnishings, equipment and outboard motors;
- D. \$1,000 on trailers not used with watercraft;
- E. \$1,000 on gravemarkers;

- F. \$1,000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones;
- G. \$2,000 for loss by theft of firearms;
- H. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter;
- I. \$2,500 on **business property** while located on the **insured location**; \$250 on **business property** while located off the **insured location**;
- J. \$500 on **recreational motor vehicles** not designed or licensed for road use;
- K. \$500 on dismantled camper bodies;
- L. \$200 on detached tires not insured elsewhere;
- M. \$500 on Outdoor Radio and Television Equipment, (including satellite dishes). If excess Outdoor Radio and Television Equipment coverage is shown in the declarations, that coverage amount shall be additional insurance.

When Other Perils (Group 3) is shown for Personal Property in the Declarations, the above limits of liability (F, G and H) are deleted to read the following:

- F. \$1,000 for loss by theft, misplacing, or losing, breakage of jewelry, watches, furs, precious and semi-precious stones;
- G. \$2,000 for loss by theft, misplacing or losing, breakage of firearms;
- H. \$2,500 for loss by theft, misplacing or losing, breakage of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

5. **Property NOT Insured**

We do not insure:

- A. Animals, birds, insects or fish;
- B. **Motor vehicles**, their parts and equipment, other than **recreational motor vehicles** and detached tires;
- C. Camper bodies mounted on **motor vehicles**;
- D. Aircraft, their parts and equipment;
- E. Articles separately described and specifically insured by this or any other insurance;
- F. Any device, accessories or antennas designed for reproducing, receiving, transmitting or recording sound or picture, which could be connected to the electrical system of a **motor vehicle**, farm equipment or watercraft, while in or on the **motor vehicle**, farm equipment or watercraft;
- G. Property of roomers, boarders and other tenants not related to an **Insured**;
- H. Farm personal property commonly used in connection with or associated with a farming operation;
- I. Property in transit by common carrier.

COVERAGE D – LOSS OF USE OR LOSS OF RENT

1. **Loss of Use**

If a covered loss makes **your residence location** uninhabitable, **we** will pay the reasonable increase in living expense necessary to maintain **your** normal standard of living while **you** live elsewhere. **We** will pay for the shortest time required:

- A. to repair or replace the damaged property; or
- B. for **you** to permanently relocate.

2. **Loss of Rent**

We will pay for **your** loss of normal rents resulting from a covered loss while the rental part of the **residence** is uninhabitable, less charges and expenses, which do not continue during that time.

We will pay for the shortest time required to repair or replace that part of the **residence** rented, not to exceed 1/12 of the amount of liability under Coverage D, for any one month.

3. **Prohibited Use**

If damage caused by a peril **we** insure against occurs at a neighboring premises, **we** will pay reasonable additional living expenses and loss of normal rents for up to two weeks should civil authorities prohibit occupancy of the **insured location**.

- 4. **We** do not cover loss or expense due to cancellation of any lease or agreement.
- 5. These periods of time will not be shortened by the expiration of the policy.

COVERAGE E – ADDITIONAL COVERAGES

1. **Trees, Shrubs, Plants and Lawns**

We will pay up to 5 percent of Coverage A – Dwelling, not to exceed \$1,500, to cover trees, shrubs, plants and lawns on the **insured location** where the loss occurred. **We** pay only for loss caused by the following perils: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vandalism and Malicious Mischief, Theft and Vehicles not owned or

operated by an **Insured** or occupant of the **insured location** where the loss occurred. **We** will pay up to \$300 for any one tree, plant, shrub or lawn, including the cost of removing the debris of the covered item.

We will also pay **your** reasonable expense, up to \$300, for the removal of **our** tree(s) from the **residence location** felled by the peril of Windstorm or Weight of Ice, Snow, or Sleet; and provided the tree(s) damages a covered structure. The \$300 limit is the most **we** will pay for any one loss regardless of the number of fallen trees.

We do not cover trees, plants, shrubs or lawns:

- A. grown for **business** or farming purposes; or
- B. located more than 250 feet from the insured dwelling.

2. **Debris Removal**

We will pay reasonable expenses incurred for the removal of debris of covered property following an insured loss. If the damage to the insured property and the cost of the debris removal are more than **our** limit of liability for the covered property, **we** pay up to 5 percent of Coverage A – Dwelling, not to exceed \$1,500, per **occurrence**, for debris removal. If excess Debris Removal Coverage is shown in the declarations that coverage amount shall be additional insurance.

3. **Credit Card, Fund Transfer Card, Forgery and Counterfeit Money**

Applies only if **we** provide insurance in this policy under Coverage C – Personal Property.

We will pay up to \$1,000 for:

- A. the legal obligation of an **Insured** to pay because of the theft or unauthorized use of credit cards issued to or registered in an **Insured's** name;
- B. loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an **Insured's** name;
- C. loss to an **Insured** caused by forgery or alteration of any check or negotiable instrument; and
- D. loss to an **Insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- A. by a resident of **your** household;
- B. by a person who has been entrusted with either type of card; or
- C. if an **Insured** has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

We do not cover loss arising out of **business** use or dishonesty of an **Insured**.

This coverage is additional insurance. No deductible applies to this coverage.

Defense

- A. **We** may investigate and settle any claim or suit that **we** decide is appropriate. **Our** duty to defend a claim or suit ends when the amount **we** pay for the loss equals **our** limit of liability.
- B. If a suit is brought against and **Insured** for liability under the Credit Card or Fund Transfer Card coverage, **we** will provide a defense at **our** expense by counsel of **our** choice.
- C. **We** have the option to defend at **our** expense an **Insured** or an **Insured's** bank against any suit for the enforcement of payment under the Forgery coverage.

4. **Fire Department Service Charge**

We will pay up to \$500 per **occurrence** for **your** liability under a contract or agreement when a Fire Department is called to protect the insured property from the perils insured against. If excess Fire Department Service Charge Coverage is shown in the declarations, that coverage amount shall be additional insurance.

5. **Refrigerated Products**

We will pay an amount not to exceed \$500 for loss or damage to contents (if insurance is provided under Coverage C – Personal Property) of a freezer or refrigerated unit on the **insured location**. If excess Refrigerated Products Coverage is shown in the declarations, that coverage amount shall be additional insurance. This coverage does not apply to farm personal property. The contents must be owned by an **Insured** and the loss or damage caused by change in temperature resulting from:

- A. Interruption of electrical service to refrigeration equipment caused by damage to the generating or transmission equipment which results in a breakdown in the system;
- B. Mechanical or electrical breakdown of the refrigeration system;
- C. Accidental interruption of electrical service.

The **Insured** must exercise diligence in inspecting and maintaining refrigeration equipment in proper working condition. If interruption of

electrical service or mechanical breakdown is known, all reasonable means must be used to protect the insured property from further damage or this coverage is void.

No deductible applies.

6. **Reasonable Repairs**

If **you** have a loss covered by this policy, **we** will pay the reasonable cost incurred by **you** for necessary repairs made solely to protect covered property from further damage, however this coverage does not increase the limit of liability that applies to the property being repaired.

7. **Change of Location**

When **you** move to another location where **you** intend to permanently reside the Coverage C – Personal Property limit of liability applies at each location for 30 days from the date **you** begin to move, but not past the expiration date of the policy.

DEDUCTIBLE

We will pay for loss in each **occurrence** to covered property minus the deductible, if any, shown in the declarations.

PERILS INSURED AGAINST

We insure for direct loss to the property described caused by the following perils indicated in the declarations.

GROUP 1 BASIC PERILS

Applies if shown in the declarations:

1. **Fire or Lightning**

2. **Removal**

When covered personal property is removed from the **insured location** because it is endangered by perils insured against, **we** insure for accidental loss to that property while it is in the course of removal and for 30 days after it has been removed to a proper place.

3. **Windstorm or Hail**

These perils do not include:

- A. Loss caused by frost, cold weather, ice other than hail, snowstorm or sleet;
- B. Loss to the interior of a building or the property contained in the building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through that opening.

4. **Explosion**

5. **Riot and Civil Commotion**

6. **Aircraft** – including self-propelled missiles and spacecraft.

7. **Vehicles**

This peril does not include loss to driveways, walks, fences or foundations and retaining walls caused by any vehicle owned or operated by an **Insured** or occupant of an **insured location** where the loss occurred.

8. **Vandalism and Malicious Mischief**

This coverage does not include loss to property on the **insured location** if the dwelling has been vacant or unoccupied for more than 90 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant or unoccupied.

We will not pay for loss caused by anyone who is residing or has previously resided at the **residence** within 90 days immediately preceding the loss.

- 9. **Smoke**, meaning sudden and accidental damage from smoke. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

GROUP 2 BROAD FORM PERILS

In addition to Group 1, Basic Perils, Broad Form Perils apply if shown in the declarations and only to Coverages A, B, C and D. The peril of theft also applies to Coverage E1 – trees, shrubs, plants and lawns.

10. **Theft**

This peril includes attempted theft and loss of property from a known place when it is likely that theft occurred.

Personal property is considered as being on the **insured location** while placed for safekeeping in a bank, trust, safe deposit company or public warehouse.

A. This peril does not include:

- 1. Theft committed by an **Insured**;
- 2. Theft in or to a dwelling or building under construction, or of tools, materials or supplies for use in the construction until the dwelling or building is finished and occupied;
- 3. Loss of a precious or semi-precious stone from its setting;

- 4. Theft from any part of the **residence**, condominium unit or apartment rented to anyone other than an **Insured**;
- 5. Loss resulting from mysterious disappearance, inventory shortages, conversion or embezzlement;
- 6. Theft from the **insured location** which is vacant or unoccupied for more than 90 consecutive days immediately before the loss;
- 7. Loss resulting from theft of any credit card or similar device except as provided under Coverage E – Additional Coverages;
- 8. Loss resulting from the theft of a fund transfer card or similar device used for the deposit, withdrawal or transfer of funds, except as provided under Coverage E – Additional Coverages.

B. This peril does not include loss caused by theft that occurs away from the **insured location** of:

- 1. property while at any other **residence** owned, rented to or occupied by an **Insured**, except property which normally accompanies **you** while on vacation or trips. Property of a student who is an **Insured** is covered while at a **residence** if the student has been there at any time during the last 45 days immediately before the loss;
- 2. Watercraft, including its furnishings, equipment and outboard motors. Other property in or on any private watercraft is covered; if the loss results from forcible entry into a securely locked compartment and there are visible marks of the forcible entry; or
- 3. Trailers or campers.

- 11. **Sudden accidental tearing apart, burning or bulging** of a water heater or of a heating or air conditioning system of a building. This does not cover loss by freezing.

- 12. **Accidental discharge or overflow** of water or steam from within a plumbing, heating or air conditioning system of a building or from within a household appliance including waterbeds and water filled furniture. **We** also pay for tearing out and replacing any part of a building on the **insured location** necessary to repair the system or appliance from which the water or steam escaped.

This peril does not include loss:

- A. To a building caused by continuous or repeated seepage or leakage;
- B. If the dwelling has been vacant or unoccupied for more than 90 consecutive days immediately before the loss. A dwelling being constructed or remodeled is not considered vacant or unoccupied if the water supply has been shut off and the system and appliances drained;
- C. To the system or appliance from which the water or steam escaped;
- D. Caused by or resulting from freezing.

- 13. **Freezing** of a plumbing, heating or air conditioning system of a building or of a household appliance. This peril does not include loss while the dwelling is vacant, unoccupied or being constructed or remodeled unless **you** have used reasonable care to:

- A. maintain heat in the building; or
- B. shut off the water supply and drain the system and appliances.

14. **Falling Objects**

This peril does not apply to loss to the interior of the building or property within unless the falling object first damages the exterior of the building. **We** do not cover damage to the falling object.

- 15. **Weight of ice, snow or sleet** which damages the building or property in the building.

This peril does not apply to loss to:

- A. awnings and fences; or
- B. pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks, when the loss is caused by freezing, thawing or by pressure or weight of ice or water.

16. **Collapse of Buildings or Any Part of a Building**

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This peril does not apply to loss to the following unless damage is caused directly by collapse of a building: Awnings, fences, pavements, patios, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations, retaining walls, bulkheads, piers, wharves or docks.

- 17. **Breakage of glass or safety glazing material** which is part of a building, storm door or storm window.

This peril does not include loss if the dwelling has been vacant or unoccupied for more than 90 days immediately before the loss. A dwelling being constructed is not considered vacant or unoccupied.

- 18. **Sudden and accidental damage from artificially generated electrical current** to electrical appliances, devices, fixtures and wiring. This peril does not include loss to a tube, transistor or similar electronic components.

GROUP 3 – OTHER PERILS

We insure against all the **Group 1 Basic Perils** and **Group 2 Broad Form Perils** and other risks of accidental direct physical loss to the dwelling(s) and other property if **Group 3** coverage is indicated in the declarations. To be covered, a loss must be accidental, and a direct physical loss to property, and it must not be excluded. We will be liable only when loss in each **occurrence** exceeds \$100 or a higher deductible amount if indicated in the declarations.

SECTION 1 – EXCLUSIONS

We do not pay for loss resulting directly or indirectly from the following, either alone or in combination with other risks unless expressly stated:

1. Earthquake, volcano, landslide, mud flow, or other earth movement of any kind including subsidence.

However, we pay for direct loss by fire, explosion, and (if covered by this policy) theft, breakage of glass or safety glazing material resulting from earth movement.

2. Water Damage, meaning:
 - A. Flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these whether wind driven or not;
 - B. Water which backs up through sewers or drains;
 - C. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through or into a building, sidewalk, driveway, foundation, swimming pool, or other structure.

Direct loss by fire, explosion or theft resulting from water damage is covered.

3. Loss to retaining walls not part of a building when such loss is caused by landslide, water pressure or earth movement of any kind.
4. Enforcement of any ordinance or law regulating the use, construction, repair or demolition of a building or other structure unless specifically provided under this policy.

We pay for loss resulting from acts of destruction by civil authority to prevent the spread of fire as long as the fire did not originate from a peril excluded by this policy.

5. Any property while:
 - A. Operated in any race, test, event or competitive speed contest, preparation for or operation in any pre-arranged race, test, event or speed test, and whether the race or test had ended before the loss occurred;
 - B. Used for hire or charter;
 - C. Used in any unlawful activity including race or transportation.
6. Nuclear reaction, radioactive contamination or radiation, all whether controlled or uncontrolled, or however caused.
7. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
8. Neglect by an **Insured** to use all reasonable means to save covered property at and after the time of loss when endangered by a peril insured against.
9. The interruption of **business**.
10. Damage to outdoor radio and television equipment unless additional premium is paid and described in the declarations. This exclusion does not apply to outdoor radio and television equipment covered under Coverage C – Personal Property.

11. Loss by termites or other insects; wear and tear; corrosion; deterioration; marring and scratching; smoke from agricultural smudging or industrial operations; rust; wet or dry rot; mold; mechanical breakdown; settlements, shrinkage or expansion in pavements, foundations, walls, floors, roofs or ceilings; or an inevitable loss or damage to property which is perishable in its own nature or which is liable to deteriorate due to climatic conditions; obsolescence or lack of normal preventive measures.

However, direct loss by fire, smoke (except as specifically excluded above), explosion, collapse, water damage covered elsewhere in this policy, and glass breakage resulting from such loss is covered.

With respect to the claims arising out of mycotoxins, mold, or other fungi (“mold-related claims”) only those losses that follow as a direct result of a loss caused by a peril otherwise covered hereunder will be covered under this policy, subject to a maximum covered loss of \$5,000 any one occurrence. It is understood that this limitation shall apply only to those policies that the Company has renewed in 2003.

12. Electronically stored information on tapes, wires, discs, or other software media created by or for the **Insured**.
13. Release, discharge, dispersal or absorbing of contaminants or pollutants.

When Other Perils (Group 3) is shown for Personal Property in the Declarations, the following exclusions will apply in addition to Section 1 – Exclusions, above:

14. Inherent vice, latent defect, smog;
15. Breakage of:

Eyeglasses, contact lenses, glassware, statuary marble, bric-a-brac, porcelains and similar fragile articles. Bronzes, cameras and photographic lenses are covered for breakage up to \$500;

There is coverage for breakage of personal property by or resulting from Basic or Broad Form Perils;
16. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
17. Refinishing, renovating or repairing property other than watches, jewelry and furs;
18. Collision, other than collision with a land vehicle or collision of a mower; sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard motors;
19. Destruction, confiscation or seizure by order of any government or public authority;
20. Loss from theft committed by employees, tenants or other persons to whom insured property is entrusted;
21. Loss from loss of use or any other indirect or consequential loss of any kind.

We do not insure for loss of property described in Coverage A caused by any of the following. However, any ensuing loss to property described in Coverage A not excluded or excepted in this policy is covered.

1. Weather Conditions; however, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Section I;
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
3. Faulty, inadequate or defective:
 - A. planning, zoning, development, surveying, siting;
 - B. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - C. materials used in repair, construction, renovation or remodeling; or
 - D. maintenance;of part or all of any property whether on or off the **insured location**.

SECTION I – CONDITIONS

1. Insurable Interest and Our Limit of Liability

In the event of a loss, we will not pay more than the insurable interest that an **Insured** person has in the property covered by this policy or more than the amount of coverage afforded by this policy.

For loss to property, we pay the lesser of the following amount:

- A. the applicable limit of liability;
- B. an amount not greater than **your** interest in the property;
- C. the cost of repairing or replacing the property with materials of like kind and quality to the extent practicable;
- D. the amount computed after applying the deductible or other limitation(s) applicable to the loss;
- E. the **actual cash value** of the property at the time of loss (except as provided under the Replacement Cost Provision, if applicable).

2. Your Duties After Loss

In the event of a loss to which this insurance may apply, **you** must see that the following duties are performed:

- A. Give us immediate written notice of loss. In case of theft, vandalism or malicious mischief, also notify **your** law enforcement agency;
- B. Protect the property from further damage. Make necessary and reasonable repairs to protect the property;
- C. Make a list of all damaged or destroyed property, showing in detail quantities, cost, **actual cash value** and amount of loss;
- D. Send **us** proof of loss within 60 days after loss, signed and sworn to by the **Insured** person. This proof of loss shall include:
 1. the time and cause of loss;
 2. the interest of insured persons and all others in the property;
 3. the **actual cash value** and amount of loss to the property;
 4. all encumbrances on the property;
 5. other insurance, warranties or guarantees covering the loss;
 6. changes in title, use, occupancy or possession of the property;
 7. if required, any plans and specifications of any damaged buildings or fixtures;
 8. an inventory of damaged personal property as described in 2C above.
- E. Exhibit the damaged property to **us** or **our** representative as often as may be reasonably required;
- F. As often as may be reasonably required, **you** must submit to examinations under oath by any person named by **us** and sign the transcript of the examinations; and to the extent that it is within **your** power to do so, to produce employees or members of **your** household for examination under oath. At **our** request, each examination may be conducted outside of the presence of other persons who have not yet been examined, including **you**;
- G. Produce for examination all records and documents **we** request and permit **us** to make copies;
- H. Produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere and records pertaining to any loss of rental income;
- I. At **our** request, cooperate in providing necessary information for determining amount of loss.

3. Vacancy, Unoccupancy or Abandonment Clause

Whenever a building has been vacant, unoccupied or abandoned for a period of five consecutive months (whether such period begins before or after the inception date of the present policy) **our** liability for loss to the building or personal property contained therein shall be 50% of the amount otherwise payable under this policy or 50% of the amount stated in the declarations, whichever is less.

This provision shall not waive the vacancy or unoccupancy provisions of:

Group 1 Basic Perils:

- A. Vandalism and Malicious Mischief;

Group 2 Broad Form Perils

- A. Theft;
- B. Accidental Discharge and Overflow;
- C. Freezing;
- D. Glass Breakage.

4. Loss Settlement

In case of loss, one of the following loss settlement clauses will apply. The "1", "2", "3" or "4" in the loss settlement clause column in **your** declarations indicate the clause, as referred to below which is applicable to the property item described.

Loss Settlement Clause 1 – Actual Cash Value

We pay the **actual cash value**, as of time of loss, of the damaged part of the property, or the amount necessary to repair or replace it with material of like kind and quality, whichever is less. Loss settlement will not exceed the limit of liability described in the declarations.

Loss Settlement Clause 2 – 80 percent Replacement Cost Coverage

Loss to covered property will be settled as follows:

We pay for insured loss to buildings at replacement cost without deduction for depreciation, subject to the following conditions

- A. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80 percent or more of the full replacement cost of the building immediately prior to the loss, **we** will pay the cost of repair or replacement without deduction for depreciation.

Payment will not exceed the smallest of the following amounts:

1. the limit of liability under this policy applying to the building;
 2. the replacement cost of that part of the building damaged for equivalent construction and use on the same location; or
 3. the amount actually and necessarily spent to repair or replace the damaged building.
- B. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80 percent of the full replacement cost of the building immediately prior to the loss, **we** will pay the larger of the following amounts, but not exceeding the limit of liability under this policy applying to the building:
 1. the **actual cash value** of that part of the building damaged; or
 2. that proportion of the cost to repair or replace, without deduction for depreciation, of that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80 percent of the replacement cost of the building.

Loss Settlement 3 – Special Replacement Cost Coverage

We pay for insured loss to buildings at replacement cost without deduction for depreciation, subject to the following:

The damaged property will be repaired or replaced with commonly used building materials to place the property in a habitable condition. The type of materials will be agreed upon by **you** and **us**. If **you** and **us** cannot agree, settlement will be on an **actual cash value** basis with deduction for depreciation.

Payment will not exceed the smallest of the following amounts:

1. the limit of liability under this policy applying to the building;
2. the replacement cost of that part of the building damaged for equivalent construction and use on the same premises; or
3. the amount actually and necessarily spent to repair or replace the damaged building.

Loss Settlement Clauses 2 and 3

Loss to covered property will be settled as follows:

1. **We** pay **actual cash value** of the property at the time of loss, for: personal property, structures that are not buildings, carpeting, domestic appliances, awnings, outdoor equipment and outdoor antennas, whether or not attached to buildings.
2. When the cost to repair or replace the damage is more than \$1,000 or more than 5 percent of the amount of insurance in this policy on the building, whichever is less, **we** will pay no more than the **actual cash value** of the damage until actual repair or replacement is completed.
3. In making claim under Loss Settlement Clauses 2 or 3, **you** may elect to disregard the condition requiring actual replacement or repair of the property, and to accept **actual cash value** for the loss, but such election shall not prejudice **your** right to make further claim within 180 days after loss for any additional coverage under Loss Settlement Clause 2 or 3, subject to all conditions.

Loss Settlement Clause 4 – Personal Property Replacement Cost

We pay for insured loss to personal property, structures that are not building, carpeting, domestic appliances, awnings, outdoor equipment and outdoor antennas, whether or not attached to buildings, at replacement cost.

The provisions of this policy which apply to insurance under Coverage C – Personal Property are amended as follows:

Whenever the term "**actual cash value**" appears, it is replaced by the term "replacement cost", defined as the cost at the time of loss of a new article identical to the one damaged, destroyed or stolen. When the identical article is no longer manufactured or no longer available, replacement cost shall mean the cost of a new article similar to that damaged, destroyed or stolen and which is of a comparable quality and usefulness.

A. **We** are liable under Loss Settlement Clause 4:

1. For any covered loss to personal property owned by an **Insured**;
2. For any covered loss to personal property which has been maintained in good workable condition and is being used or

- stored for use by an **Insured**; and
3. When the damaged, destroyed or stolen property has actually been repaired or replaced by **you**.
- B. **Our** liability for loss under Loss Settlement Clause 4 shall not exceed the smallest of the following amounts:
1. The limit of liability under this policy applying to the damaged, destroyed or stolen property;
 2. The replacement cost of the property;
 3. The amount actually and necessarily spent by **you** to repair or replace the property;
 4. 500% of the **actual cash value** of the property
- C. In making claim under Loss Settlement Clause 4, **you** may elect to disregard the condition requiring actual replacement or repair of the property, and to accept **actual cash value** for the loss, but such election shall not prejudice **your** right to make further claim within 180 days after loss for any additional coverage under Loss Settlement Clause 4, subject to all conditions.
- D. When the replacement cost for the entire loss under this policy exceeds \$500, **we** will pay no more than the **actual cash value** for the loss or damage until the actual repair or replacement is completed.
- E. Antiques, fine arts, paintings, statuary, collectibles and similar articles, are excluded by this coverage which, by their inherent nature, cannot be replaced with new articles. Also excluded, are articles whose age or history contribute substantially to their value.
5. **Inflation Protection**
Applicable only if Loss Settlement 2 or 3 is shown in the declarations. The limit of liability shown for Dwelling – Coverage A will be revised at each policy renewal to reflect a rate of change in construction cost indexes. Any adjustments to Dwelling – Coverage A will result in adjustments in: Auxiliary Private Structures – Coverage B, Personal Property – Coverage C and Additional Living Expense or Loss of Rent – Coverage D in accordance with applicable rules and rates.
- You** have the right to request a change in the limits of liability. **We** will not reduce the limits of liability shown in the Declarations without **your** consent.
6. **Loss to a Pair or Set**
In case of a loss to a pair or set, **we** may elect to:
- A. repair or replace any part to restore the pair or set to its value before the loss; or
 - B. pay the difference between **actual cash value** of the property before and after the loss.
7. **Insurance Under More Than One Coverage**
If more than one coverage of this policy insures the same loss, **we** pay no more than the actual loss or damage sustained.
8. **Insurance Under More Than One Policy Including Warranty or Guarantee**
If there is other insurance, warranty or guarantee applying to a loss or claim, or would have applied in the absence of this policy, this insurance shall be considered excess. This policy shall not apply or contribute to the payment of any loss or claim until such other insurance, warranty or guarantee is exhausted.
- We** may permit other insurance by endorsement to this policy. If other insurance is permitted, **we** are not liable for a greater proportion of any loss from any peril or perils than:
- A. the amount of insurance under this policy bears to the whole amount of insurance covering the property, whether collectible or not, and whether or not such other insurance covers against the additional peril or perils insured under this policy;
 - B. **our** pro rata share in excess of the amount of the deductible where this policy is subject to a deductible clause.
9. **Future Losses**
Any loss **we** pay under this policy does not reduce the limits of liability for future losses.
10. **Glass Replacement**
Loss for breakage of glass shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
11. **Appraisal**

If **you** and **we** fail to agree on the amount of loss, either one can demand that the amount of loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of the receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the county where the **insured location** is situated to select an umpire.

The appraisers shall submit a written report of an agreement to **us**. The amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by **you** and **us**.

12. **Suit Against Us**

No action can be brought unless the policy provisions have been complied with and the action is started within one year of the date of loss.

However, this one year period is extended by the number of days between the date proof of loss is submitted and the date the claim is denied in whole or in part.

13. **Our Option**

If **we** give **you** written notice within 30 days after **we** receive **your** signed, sworn statement of loss, **we** may take all or any part of the property at the agreed or appraised value.

14. **Loss Payment**

We will adjust all losses with **you**. **We** will pay **you**, unless some other payee is named in the policy or proof of loss, to receive payment. Payment for loss will be made within 30 days after **we** reach agreement with **you**, entry of a final judgment, or the filing of an appraisal award with **us**.

15. **Abandonment of Property**

We need not accept any property abandoned by any **Insured**.

16. **No Benefit to Bailee**

This insurance will not, in any way, benefit any person or organization who may be caring for or handling property for a fee.

17. **Intentional Loss**

If **you** or any **Insured** causes or procures a loss to property covered under this policy for the purpose of obtaining insurance benefits then this policy is void as to all **Insureds** and **we** will not pay **you** or any other **Insured** for this loss.

18. **Increase of Hazard**

We will not pay for loss if **you** create or know of a condition that increases the chance of loss arising from a Peril **we** insure against.

GENERAL POLICY CONDITIONS

1. **Policy Period**

This policy applies to loss which occurs during a term of one year beginning at 12:01 AM central standard time on the effective date shown in the declarations. Coverage continues for additional terms of one year, if **you** have paid the required premium on or before the anniversary date of this policy. Coverage ceases at 12:01 AM on the expiration date shown in the declarations.

2. **Liberalization Clause**

If **we** adopt any revision which would broaden the coverage under this policy, without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

3. **Concealment or Fraud**

We do not cover any **Insured** who has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance. If **you**, or any person meeting the definition of **Insured**, intentionally conceal or misrepresent any material fact or circumstance relating to this insurance, the policy will be void as to all **Insured's**, including **you**.

4. **Waiver or Change of Policy Provisions**

A waiver or change of any provision of this policy must be in writing to

be valid. **Our** request for an appraisal or examination shall not waive any of **our** rights.

5. **Cancellation**

- A. **You** may cancel this policy at any time by returning it to **us** or by letting **us** know in writing of the date cancellation is to take effect.
- B. **We** may cancel this policy only for the reasons stated in this condition. The cancellation notice, together with our reason for cancellation, will be mailed to **you** at **your** last mailing address known to **us**, and **we** will obtain a certificate of mailing.
 - 1. When **you** have not paid the premium, **we** may cancel at any time by mailing **you** at least 10 days notice of cancellation.
 - 2. When this policy has been in effect for less than one year and is not a renewal with **us**, **we** may cancel for any reason by mailing **you** notice at least 30 days before the date cancellation takes effect.
 - 3. When this policy has been in effect for one year or more, and if it is a renewal with **us**, **we** may cancel if this policy was obtained by misrepresentation or fraud or for any act which measurably increases the risk originally accepted. This can be done by mailing **you** notice at least 30 days before the date cancellation takes effect..
- C. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- D. If the return premium is not refunded with the notice of cancellation or when this policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

6. **Non-Renewal**

We may elect not to renew this policy. **We** may do so by mailing **you**, together with our reasons for non-renewal, 30 days advance notice, at **your** last mailing address known to **us**, of intention not to renew, and **we** will obtain a certificate of mailing.

A copy of the notice will also be sent to a mortgagee or lienholder if named in this policy at the last mailing address know by **us**.

If **we** have issued insurance to the **Insured** and it has been in effect with **us** for five or more years, **we** will not exercise **our** right of nonrenewal unless:

- A. the policy was obtained by misrepresentation or fraud, or
- B. the risk originally accepted has measurably increased, or
- C. the **Insured** has received sixty (60) days notice of **our** intention not to renew in the manner provided in the first paragraph.

7. **Assignment**

Assignment of this policy shall not be valid unless **we** give **our** written consent.

8. **Subrogation**

We may require an assignment of rights of recovery for a loss to the extent that payment is made by **us**. If an assignment is sought, any **Insured** shall sign and deliver all related papers and cooperate with **us** in any reasonable manner.

9. **Death**

If **you** die during the policy period, this policy, while in force, covers **your** legal representative and any person having temporary custody of the **insured location**.

10. **Mutuality of Policy**

By accepting this policy, **you** become a member of the **SVEA MUTUAL INSURANCE COMPANY** with all the rights and privileges as provided in the Company By-Laws in force at the time this policy takes effect or that become in force during the continuance of this policy.

Upon cancellation or termination of this policy, **you** will cease to be a member of the Company, and **your** rights and interests in the Company will terminate.

11. **Contingent Liability Clause**

The **SVEA MUTUAL INSURANCE COMPANY** is an assessable Company and each member of the Company shall be liable for any assessments levied by the Company pursuant to the Farm Mutual Insurance Company Act of 1986. Such assessments will be levied as often as may be necessary to pay actual losses and expenses of the

Company. The assessments will be levied upon all members who were policyholders within a one year period preceding the date of the decision to levy the assessment. Notwithstanding the policy provision entitled "Mutuality of Policy" such contingent liability could be imposed after cancellation or termination of this policy. If an assessment is levied, each member shall be liable for his or her pro rata share of the total assessment. Neglect or failure to pay a written notice of an assessment when due, shall without further notice, render the policy suspended as to the interest of the **Insured** until such payment be made, and in no case shall the Company be liable to the **Insured** for any loss occurring during such suspension.

ANNUAL MEETING

The Annual Meeting of the **SVEA MUTUAL INSURANCE COMPANY** is held at the Home Office of the Company in Orion, Illinois on the fourth Friday of March in each year at 1:00 PM.

IN WITNESS WHEREOF, this policy is signed by the President and Secretary of the **SVEA MUTUAL INSURANCE COMPANY** and countersigned on the attached declarations by an authorized representative of the company.

In compliance with Public Act 86-1407, you are hereby notified that any complaints relating to your insurance coverage may be directed to the following:

Svea Mutual Insurance Company
P.O. Box 37
1103 4th Street
Orion, Illinois 61273
309-526-3366
or
Public Service Division
Department of Insurance
320 W. Washington Street
Springfield, Illinois 62767

Your insurance agent may be able to answer any questions and then it would not be necessary to write either of the above organizations.

CONSUMER PRIVACY ENDORSEMENT

Svea Mutual Insurance Company will safeguard the confidentiality and security of information we gather about you in connection with the issuance of insurance coverage. This endorsement describes our privacy policy with respect to the collection, protection and disclosure of such information.

Collection of Information

We collect and use information only for business purposes. These business purposes include our evaluation of your request for insurance coverage, the issuance of insurance policies, the administration of claims and the processing of any other transactions requested by you. Most of the information we gather comes directly from you on your application form. If we need to confirm any of the information you have provided to us, or if we need additional information, we may obtain such information from employers, other insurers and/or consumer reporting agencies. Information collection will generally relate to your finances, employment and transactions or claims with us or with other insurance companies.

Protection of Information

The information we have gathered about you will be maintained in a confidential manner. Our employees may access such information only when there is an appropriate business reason to do so, such as to issue a policy, send a premium notice or process an insurance claim. We maintain physical, electronic and procedural safeguards to protect the information. These safeguards comply with all applicable laws and regulations, and each of our employees is trained with respect to these safeguards and required to comply with this privacy policy.

Disclosure of Information

We will disclose information when it is necessary for the conduct of our insurance business, or under circumstances where disclosure is required by law. Information may be disclosed to your insurance agent and other agents who sell our products and services. This enables our agents to assist us in the evaluation of insurance applications and administration of claims under our insurance policies. Further, this assists us in the general administration of your insurance account. Information may also be disclosed for audit purposes, to adjusters, to regulatory agencies, to reinsurance companies and to companies that provide data processing or other general administrative services for us, other insurers, and consumer reporting agencies. We may also make disclosure of information as permitted or required by law. While we make disclosure to companies which assist us in the marketing of our products and services and the administration of our insurance accounts, we do not disclose information about you to other companies who may want to sell their products or services to you. For example, we will not sell or otherwise disclose your name and address to a company that seeks to issue you a credit card or send you a catalog.

Your Access to Information

Upon written request to us, we will make available to you information that we have gathered about you. However, any information collected in connection with or in anticipation of a claim or legal proceeding will not be made available. If you determine that any information about you is incorrect, please let us know and we will promptly review the information. If we agree, we will correct our records. If we do not agree, you may submit a summary of the disputed information and we will include that summary in all future information disclosures. Meanwhile, we will provide this notice of our privacy policy once each year. If you seek additional information regarding our privacy policy, please do not hesitate to write or call us.

SVEA MUTUAL INSURANCE COMPANY

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY

SUMP PUMP FAILURE OR WATER BACKUP OF SEWERS OR DRAINS

With respect only to the coverage provided by this endorsement, **your** policy is amended as indicated:

SECTION 1 – PERILS INSURED AGAINST

Under Group 2 Broad Form Perils

19. Sump Pump Failure or Water Backup of Sewer and/or Drains

The coverage provided by **your** policy is amended to include Water Backup Through Sewer or Drain Coverage, as defined by this endorsement. This coverage applies only if this endorsement number is shown in the Declarations.

1. WATER BACKUP THROUGH SEWER OR DRAIN COVERAGE

We cover direct physical loss to your dwelling and personal property occurring on the **insured location** caused by water which backs up through sewers or drains or water which enters into and overflows from within a sump pump, sump pump well, or other type of system designed to remove water which is drained from the foundation area.

2. DEDUCTIBLE

We will pay only that part of the loss for each **occurrence** that exceeds the Deductible stated on your Declarations.

3. EXCLUSIONS AND LIMITATIONS

- a. **We** will not pay for loss or damage caused by backup through sewer or drain if:
 - (1) The loss is caused by **your** negligence;
 - (2) The loss occurs or is in progress within 5 days of the effective date of this coverage;
 - (3) There is direct damage due to flood, surface water, or overflow of a body of water;
 - (4) The loss occurs within 3 days before or 5 days after flood on the insured premises;
- b. Under SECTION 1 – EXCLUSIONS. Paragraph B of Exclusion 2 is deleted with respect to the coverage provided by this endorsement. All other policy provisions, not in conflict herewith apply.

4. CONDITIONS – LOSS SETTLEMENT

The Limit of Liability for any one loss is \$2,500, unless an additional premium has been paid to increase the coverage and the additional coverage amount is stated on the Declarations page. Under no circumstances will the amount exceed that total stated for:

- a. Any one **occurrence** of loss or damage; and
- b. All covered losses or damages occurring during the policy period;

caused by water backup through sewers or drains, including but not limited to, consequential or resultant damage caused by water backup through sewers or drains, regardless of the number of **occurrences**, accidents, insureds, or claims made.

All other terms and conditions of **your** policy apply.

SVEA MUTUAL INSURANCE COMPANY
IMPORTANT NOTICE

This notice contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made to your policy and endorsements. It does not reference editorial changes that were made for clarity and readability if there was no change in coverage intent.

You should read your policy and its endorsement carefully. If there is any conflict between the policy terms and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Payment of your premium means acceptance of the new terms of the policy.

PLEASE READ YOUR POLICY CAREFULLY

To: Svea Mutual Policyholders:

With this renewal, your policy contains a new mandatory endorsement Limited Hail and Windstorm Roofing Coverage Svea 400 (07-19). This endorsement clarifies if your roof is 16 years of age or older, loss settlement will be based on Actual Cash Value if damage is caused directly or indirectly by Windstorm or Hail.

If you have any questions, please contact your agent as we want you to be completely satisfied with your insurance protection and service.

SVEA MUTUAL INSURANCE COMPANY

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY

HAIL AND WINDSTORM LIMITED ROOFING COVERAGE

Your policy is amended as follows:

It is agreed the following **Loss Settlement Clause 1 – Actual Cash Value** applies and that **Loss Settlement Clause 2 – 80 percent Replacement Cost Coverage** and **Loss Settlement 3 – Special Replacement Cost Coverage** do not apply to the following property:

1. Roof Coverings (includes all types) 16 years old or older.

Loss Settlement Clause 1 - Actual Cash Value

*We pay the **actual cash value**, as of time of loss caused by direct or indirect windstorm or hail, of the damaged part of the property, or the amount necessary to repair or replace it with material of like kind and quality, whichever is less. Loss settlement will not exceed the limit of liability described in the declarations.*

This endorsement applies to item(s) which are part of or attached to the building(s) described on **your** Declarations.

All other terms and conditions of **your** policy apply.

ENDORSEMENT NOT FOUND

The following endorsement was not found in the system and could not be printed.

Endorsement: SVEA 402

Revision: 07-23

Effective Date: 2023-07-01

Description: WINDSTORM OR HAIL DEDUCTIBLE (\$2,000)

SVEA MUTUAL INSURANCE COMPANY

IMPORTANT NOTICE

This notice contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made to your policy and endorsements. It does not reference editorial changes that were made for clarity and readability if there was no change in coverage intent.

You should read your policy and its endorsement carefully. If there is any conflict between the policy terms and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Payment of your premium means acceptance of the new terms of the policy.

PLEASE READ YOUR POLICY CAREFULLY

To: Svea Mutual Policyholders:

With this renewal, your policy includes the Coverage Limitation For Metal Surfacing, Obsolescence, Diminished Value, Age, Fading, Wear and Tear endorsement. This endorsement amends the policy to clarify there is no coverage for cosmetic damage to metal surfaces caused by wind, hail, or wind-driven debris. This endorsement also clarifies there is no additional coverage to repair or replace obsolete or discontinued materials, supplies or parts, or diminished value to covered property. Any items, part, or portion of covered property which no longer matches due to obsolescence, age, fading, and wear and tear are not considered damaged.

Coverage for Cosmetic Damage to Metal Surfacing is available for an extra premium charged.

If you have any questions, please contact your agent as we want you to be completely satisfied with your insurance protection and service.

SVEA MUTUAL INSURANCE COMPANY

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY

COVERAGE LIMITATION FOR METAL SURFACING, OBSOLESCENCE, DIMINISHED VALUE, AGE, FADING, WEAR AND TEAR

Your policy is amended as follows:

With regard to the buildings identified on your declarations pages “we” will pay for damage to metal surfacing when the damage is caused by wind, hail, or wind-driven debris and the surfacing can no longer function as a barrier to the elements to the same extent as it did before the cosmetic damage occurred. “We” will not pay for cosmetic damage to metal surfacing caused by wind, hail, or wind-driven debris.

The following Exclusions are added to your policy:

22. Home & Town / 23. Farm Cosmetic Damage – “We” will not pay for cosmetic damage to metal surfacing, metal siding, rain gutters, or downspouts caused by wind, hail, or wind-driven debris. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused superficial damage that altered the appearance of the surfacing, but such damage does not prevent the surfacing from continuing to function as a barrier to the elements or to its original intent to the same extent as it did before the cosmetic damage occurred.

“We” will not pay for loss caused by obsolete or discontinued materials, supplies or parts, or diminished value to covered property. Only that portion of property that has direct physical damage caused by a peril insured against is covered. Any additional costs to repair or replace damaged property due to obsolescence or diminished value is not covered.

Any items, part, or portion of covered property which no longer matches due to obsolescence, age, fading, and wear and tear are not considered damaged.

All other terms and conditions of **your** policy apply.