

SECTION IV – SCHEDULED FARM PERSONAL PROPERTY

INSURING AGREEMENT

We agree with **you**, in return for **your** premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure under Section IV, the scheduled **farm** personal property owned by an **insured person** usual and incidental to the operation of a **farm** while on the **insured premises**.

GRAIN

If an amount of insurance is shown on the **Declarations** for grain, **we** cover grain on the **insured premises** in buildings, structures, wagons, or trucks. Grain means threshed seeds, threshed beans, silage, ground feed, and manufactured and compounded stock foods.

Grain in stacks, shocks, swaths, or piles in the open (except in sacks, wagons, or trucks) on the **insured premises** is covered only against loss by fire or theft.

You may apply up to 10% of the amount of insurance on grain to cover grain while away from the **insured premises**.

We will not cover grain:

1. stored or being processed in manufacturing plants, public elevators, warehouses, seed plants, or drying plants;
2. in transit by common carrier; or
3. in public sale barns and yards.

HAY

We cover the following described hay for which a description and an amount of insurance is shown on the **Declarations**.

1. **HAY IN BUILDINGS.** **We** cover hay, straw, and fodder in buildings or structures on the **insured premises**.
2. **HAY IN THE OPEN.** **We** cover hay, straw, and fodder in stacks, windrows, and bales only while in the open on the **insured premises**, not to exceed \$25,000 on any one stack of hay, straw, or fodder. One stack means hay, straw, or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw, or fodder in the open.

We cover hay in the open, including any wrapping, against loss by fire or theft only.

You may apply up to 10% of the amount of insurance on hay in buildings or hay in the open to cover the hay while away from the **insured premises**.

We will not cover hay:

1. stored or being processed in manufacturing plants, public elevators, warehouses, seed plants, or drying plants;
2. in transit by common carrier; or
3. in public sale barns and yards.

POTATOES, ONIONS, AND SUGAR BEETS

Harvested potatoes, onions, and sugar beets are covered while stored on premises in buildings or structures and while being transported.

Potatoes, onions, and sugar beets in the open (except in sacks, wagons, or trucks) on the **insured premises** are covered only against loss by fire or theft.

You may apply up to 10% of the amount of insurance on potatoes, onions, or sugar beets to cover potatoes, onions, or sugar beets while away from the **insured premises**.

We will not cover potatoes, onions, and sugar beets:

1. stored or being processed in manufacturing plants, public elevators, warehouses, seed plants, or drying plants;
2. in transit by common carrier; or
3. in public sale barns and yards.

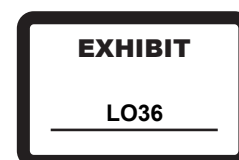
FARM IMPLEMENTS, MACHINERY, AND VEHICLES

We cover the following described property for which a description and an amount of insurance is shown on the **Declarations**.

1. **FARM IMPLEMENTS, MACHINERY, AND VEHICLES.** **We** cover machinery, vehicles, tools, supplies, and equipment used in the operation of **your farm**.

We do not cover the following items:

- (a) brooders, fences, windmills, and wind chargers and their towers;
- (b) watercraft and their trailers, furnishings, equipment, motors, and parts;



- (c) threshing machines, tractors, combines, corn pickers, hay balers, harvesters, potato diggers and pickers, crop driers, and sawmill equipment;
- (d) **automobiles**, trucks, mini trucks, motorcycles, mopeds, utility vehicles, low speed vehicles, motorized all-terrain vehicles, amphibious vehicles, dune buggies, golf carts, snowmobiles, minibikes, trail bikes, mobile homes, house trailers, and vehicles primarily designed and licensed for road use, including their engines, tires, and parts;
- (e) aircraft, including their engines, tires, and parts;
- (f) manufactured gas, liquefied petroleum gas, gasoline, and their containers;
- (g) bulk milk tanks, bulk feed tanks, barn cleaners, pasteurizers, boilers, or any other permanent fixture attached to or within a building;
- (h) all irrigation equipment;
- (i) outdoor radio and television equipment;
- (j) portable buildings and portable structures;
- (k) electrical wiring and electric motors over one horsepower; and
- (l) property specifically described and separately insured by this or any other insurance.

We will pay no more than \$2,500 for any one piece of machinery or equipment.

2. SPECIFICALLY INSURED MACHINERY. **We** cover items of machinery, vehicles, and equipment which are specifically described and separately insured.

We cover additional items of a nature similar to those scheduled herein, or items of machinery, vehicles, and equipment usually covered under this section, which are owned, leased, or rented by **you**, that have been acquired after the effective date of this Section IV coverage and during the term of this policy. **You** must notify **us** of the additional acquired property within 30 days after acquisition of owned property or within 10 days after acquisition of leased or rented property, give **us** a complete description, and pay any additional premium. If these requirements have not been met, there is no coverage for the additional acquired property. **We** will pay no more than the actual cash value of the additional items, and in no event more than 25% of the total limit of liability on all scheduled items under Section IV of this policy.

We cover machinery, vehicles, and equipment **you** acquire during the term of this policy to replace specifically insured items. **You** must notify **us** of the acquired property within 30 days after acquisition of owned property, or within 10 days after acquisition of leased or rented property, give **us** a complete description, and pay any additional premium. If these requirements have been met, **we** will pay the lesser of the limit of liability on the scheduled item replaced plus an additional amount up to 25% of the total limit of liability on all scheduled items under Section IV of this policy, or the actual cash value of the item. If these requirements have not been met, **we** will pay no more than the limit of liability on such scheduled item replaced.

3. BORROWED MACHINERY. When farm machinery is listed under Section IV of the **Declarations**, **we** will pay no more than \$10,000 for items of a nature similar to those scheduled herein, or farm machinery usually covered under this section, while borrowed by an **insured person** or their employees for **farming** purposes.

Insured property is covered while away from the **insured premises**.

POULTRY

We cover poultry on the **insured premises** for which a description and an amount of insurance is shown on the **Declarations**. **We** will pay the actual cash value of the covered loss not to exceed the amount of coverage.

We do not cover loss to poultry caused directly or indirectly by:

1. running into ravines or ditches;
2. running against fences or other objects;
3. smothering or suffocation, including while in confinement buildings;
4. fright; or
5. freezing.

LIVESTOCK

We cover the livestock on and off the **insured premises** for which a description and an amount of insurance is shown on the **Declarations**. **We** do not cover livestock in transit by common carrier or in slaughterhouses, packing plants, public stockyards, public sale barns, or public sale yards.

The limit of liability on any one animal shall not exceed the smallest of the following amount:

1. the actual cash value of the destroyed or damaged animal;
2. the limit of liability per head for each class or type of animal shown in the **Declarations**; or
3. 120% of the amount obtained by dividing the amount of insurance on each class and type of animal by the total number of animals of that class and type of animals owned by **you** at the time of the loss.

We do not cover loss to livestock caused directly or indirectly by:

1. running into ravines or ditches;
2. running against fences or other objects;
3. smothering or suffocation, including while in confinement buildings;
4. fright; or
5. freezing.

SECTION IV - DEDUCTIBLE

Before we pay for a loss in any one **occurrence**, we subtract the deductible amount shown in the **Declarations**. If a loss in any one **occurrence** involves more than one section, only one deductible will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the **insured person**, the stated deductible amount for each section involved will apply.

SECTION IV - PERILS INSURED AGAINST

We cover direct loss to property insured under Section IV caused by:

1. FIRE OR LIGHTNING.
2. REMOVAL, meaning we will pay for direct loss from any cause to covered property while being removed from premises endangered by a peril insured against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
3. WINDSTORM OR HAIL. This does not include loss:
 - (a) caused directly or indirectly by frost; cold weather; or ice, snow, or sleet, whether driven by wind or not; or
 - (b) to property within a building caused by rain, snow, sand, sleet, or dust. Coverage applies if the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters.
4. EXPLOSION. This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by **you** or operated under **your** control.
5. RIOT OR CIVIL COMMOTION, including direct loss from pillage and looting during and at the site of the riot or civil commotion.
6. AIRCRAFT, including self-propelled missiles and spacecraft.
7. VEHICLES. This peril does not apply to loss caused by vehicles owned or operated by any **insured person** or a **farm employee** of an **insured person**, except as provided under the collision coverage.
8. SMOKE, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
9. VANDALISM AND MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered, but excluding loss by pilferage, theft, burglary, or larceny.
10. THEFT, excluding escape, mysterious disappearance, inventory shortages, wrongful conversion, and embezzlement. Direct loss by theft shall require clear and satisfactory evidence that a theft of the property occurred.
11. COLLISION of a vehicle or machinery with another object, overturn of a vehicle or machinery, or contact between the towing vehicle and an implement being towed, hitched, or unhitched.
This peril does not include loss:
 - (a) to any tires, tubes, or tracks, unless the loss coincides with other loss or damage to the vehicle or other covered farm machinery from this same peril;
 - (b) or internal damage caused by objects taken into any machine or vehicle; or
 - (c) to livestock struck by a vehicle owned or operated by any **insured person** or a **farm employee** of an **insured person**.
12. ACCIDENTAL SHOOTING OF LIVESTOCK (EXCEPT POULTRY). This peril does not apply to accidental shooting of livestock by:
 - (a) an **insured person**; or
 - (b) an employee of an **insured person**.
13. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM ATTACK BY DOGS OR WILD ANIMALS. There must be physical evidence on the livestock to show cause of death. We do not cover loss caused by fright or exhaustion, or loss resulting from attack by dogs owned by an **insured**.
14. DROWNING OF LIVESTOCK (EXCEPT POULTRY). Suffocation from the animal's own body fluid is not covered by this peril.
15. DEATH OF LIVESTOCK (EXCEPT POULTRY) BY ELECTROCUTION resulting from artificially generated electrical currents.
16. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM LOADING OR UNLOADING ACCIDENTS. The event must have occurred while covered livestock is being loaded onto or unloaded from vehicles used to transport them

and result in the immediate death or necessary immediate destruction of the covered livestock. **We do not cover** loss caused by fright, exhaustion, or disease.

17. BREAKAGE OF GLASS constituting a part of the cab of mobile farm equipment.
18. COLLAPSE of a building from the weight of ice, snow, or sleet or other covered perils.
19. VOLCANIC ERUPTION exclusive of loss caused by earthquake, land shock waves, and tremors.

SECTION V – BLANKET FARM PERSONAL PROPERTY

INSURING AGREEMENT

We agree with **you**, in return for **your** premium payment, and subject to the terms, provisions, and conditions of this policy, and endorsements attached to this policy, to insure under Section V, farm personal property usual and incidental to the operation of a **farm** while on the **insured premises** if such property is:

1. owned or being purchased under an installment plan by an **insured person**;
2. leased or rented to an **insured person** for **farming** purposes; or
3. farm machinery borrowed by the **insured person** or their employees for **farming** purposes.

This section applies only when an amount and a premium charge are shown under Section V of the **Declarations**.

SPECIAL PROVISIONS

1. For purposes of this provision, cattle, horses, mules, swine, and sheep are covered while away from the **insured premises**, except while in transit by common carrier or while in slaughterhouses, packing plants, public stockyards, public sale barns, or public sale yards. **We** will pay no more than \$2,500 for any one animal covered by this policy.
2. FARM IMPLEMENTS, MACHINERY, AND VEHICLES, not otherwise excluded, are covered while away from the **insured premises**.
3. GRAIN, threshed seeds, threshed beans, hay, straw, fodder, silage, ground feed, fertilizer, herbicides, pesticides, and manufactured and compounded stock foods are covered while away from the **insured premises**, except while being stored in or being processed in public elevators or warehouses, seed houses, drying plants, or manufacturing plants.
4. FIRE OR THEFT ONLY. **We** cover the following only against loss by fire or theft when outside a building:
 - (a) grain, potatoes, onions, and sugar beets (except in sacks, wagons, or trucks); or
 - (b) hay, straw, silage, and fodder, including any wrapping, in stacks, windrows, and bales. **We** will pay no more than the lesser of \$25,000 or 10% of the Section V limit of liability shown on the **Declarations** on any one stack of hay, straw, or fodder. One stack means hay, straw, or fodder in one area separated by a clear space of 100 feet or more from any other hay, straw, or fodder in the open.
5. BORROWED MACHINERY. **We** will pay no more than \$10,000 for farm machinery while borrowed by an **insured person** or their employees for **farming** purposes.
6. UNHARVESTED GRAIN. **We** cover direct physical loss to unharvested grain and seed caused only by the peril of fire or lightning. This does not include forage crops, straw, or stubble. Under this coverage **we** will pay no more than the lesser of \$25,000 or 10% of the Section V limit of liability shown on the **Declarations**. This coverage does not apply if the same type of grain as that which is damaged is excluded under Section V. This does not increase the Section V limit.
7. POTATOES, ONIONS, AND SUGAR BEETS. **We** will not cover potatoes, onions, and sugar beets:
 1. stored or being processed in manufacturing plants, public elevators, warehouses, seed plants, or drying plants;
 2. in transit by common carrier; or
 3. in public sale barns and yards.

PROPERTY NOT COVERED

We do not cover loss or damage to:

1. Personal property other than farm personal property.
2. Accounts, bills, currency, deeds, evidence of debt, money, and securities.
3. Tobacco, cotton, vegetables, root crops, bulbs, and fruit.
4. Race horses, show horses, and show ponies.
5. Contents of chicken fryer or broiler houses, laying houses, poultry brooder houses, or duck or turkey houses, including fowl therein. However, **we** do cover contents of small unheated henhouses and poultry brooder houses incidental to ordinary **farming**.

6. **Automobiles**, trucks, mini trucks, motorcycles, mopeds, utility vehicles, low speed vehicles, motorized all-terrain vehicles, amphibious vehicles, dune buggies, golf carts, snowmobiles, minibikes, trail bikes, mobile homes, house trailers, and vehicles primarily designed and licensed for road use, including their engines, tires, parts, and accessories. However, wagons and trailers designed for **farming** purposes are covered unless designed to be pulled by a semi-tractor.
7. Aircraft, including their engines, tires, and parts.
8. Watercraft and their trailers, furnishings, equipment, motors, and parts.
9. Outdoor radio and television equipment.
10. Fences, windmills, and wind chargers and their towers.
11. Private power poles, light poles, telephone poles, outside wiring, and attached switch boxes, fuse boxes, and other electrical equipment.
12. Sawmill equipment.
13. Dogs, cats, pets of any kind, fish, earthworms, bees, fur bearing animals, and contents of fur bearing animal farm buildings.
14. Any permanent fixtures attached to or within a building including bulk milk tanks, bulk feed tanks, barn cleaners, pasteurizers, and boilers.
15. Growing crops and stubble, except as provided in the Special Provisions section.
16. Temporary cribs, buildings, and portable structures except hog feeders and calf creep feeders. However, **we** will cover portable buildings on skids up to \$1,000. As used in this exclusion, a skid means a wood or metal runner designed specifically for the purpose of moving the portable structure along the ground.
17. Livestock or poultry caused directly or indirectly by:
 - (a) running into ravines or ditches;
 - (b) running against fences or other objects;
 - (c) smothering or suffocation, including while in confinement buildings;
 - (d) fright; or
 - (e) freezing.
18. Nursery trees, shrubs, and plants.
19. Pivot or lateral irrigation systems, including their motors and control panels.
20. Property specifically described and insured by this or any other insurance (except for farm machinery purchased on an installment contract where the unpaid balance is covered by other insurance, in which case **we**, as excess insurance, will cover an **insured person's** interest for the difference between actual cash value and the balance due).
21. Travel trailers, which means trailers equipped with living facilities, designed to be pulled by a motor vehicle and used primarily for vacation travel or leisure time activity.
22. Camping trailers, which means trailers built to expand into temporary living quarters, designed to be pulled by a motor vehicle and used principally for vacation travel or leisure time activity.

COINSURANCE CLAUSE

You must maintain insurance for at least 80% of the actual cash value of all covered farm personal property. If **you** fail to do this, **we** will pay the percentage of the loss determined by dividing the amount of insurance carried by the amount **you** should have carried. The amount payable is subject to any applicable deductible.

If **you** have a loss, **you** must furnish **us** with an inventory of all covered farm personal property so **we** can establish the actual cash value referred to in the above paragraph. If **your** loss is both less than \$1,000 and less than 2% of the total amount of insurance applicable to farm personal property at the time such loss occurs, **we** may elect to waive the inventory requirement. The waiver does not change **your** obligation to maintain an amount of insurance referred to in this clause.

SECTION V - DEDUCTIBLE

Before **we** pay for a loss in any one **occurrence**, **we** subtract the deductible amount shown in the **Declarations**. If a loss in any one **occurrence** involves more than one section, only one deductible amount will apply to the loss for all sections. The deductible amount applying will be the highest deductible amount of any section involved. However, if computing the deductible amount in this manner results in less recovery for the **insured person**, the stated deductible amount for each section involved will apply.

SECTION V – ADDITIONAL COVERAGE

FARM OPERATIONS RECORDS COVERAGE. **We** will pay up to \$2,500 for expenses **you** incur to reproduce, replace, or restore **your** farm operations records damaged by a peril **we** insure against. Payments are in addition to the amount of insurance applying to the loss. No deductible applies to this coverage.

SECTION V - PERILS INSURED AGAINST

We cover direct loss to insured farm personal property caused by:

1. FIRE OR LIGHTNING.
2. REMOVAL, meaning **we** will pay for direct loss from any cause to covered property while being removed from premises endangered by a peril insured against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
3. WINDSTORM OR HAIL. This does not include loss:
 - (a) caused directly or indirectly by frost; cold weather; or ice, snow, or sleet, whether driven by wind or not; or
 - (b) to property within a building caused by rain, snow, sand, sleet, or dust. Coverage applies if the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet, or dust enters.
4. EXPLOSION. This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by **you** or operated under **your** control.
5. RIOT OR CIVIL COMMOTION, including direct loss from pillage and looting during and at the site of the riot or civil commotion.
6. AIRCRAFT, including self-propelled missiles and spacecraft.
7. VEHICLES. This peril does not apply to loss caused by vehicles owned or operated by any **insured person** or a **farm employee** of an **insured person**, except as provided under the collision coverage.
8. SMOKE, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.
9. VANDALISM AND MALICIOUS MISCHIEF, meaning only the willful and malicious damage to or destruction of the property covered, but excluding loss by pilferage, theft, burglary, or larceny.
10. THEFT, excluding escape, mysterious disappearance, inventory shortages, wrongful conversion, and embezzlement. Direct loss by theft shall require clear and satisfactory evidence that a theft of the property occurred.
11. COLLISION of a vehicle or machinery with another object, overturn of a vehicle or machinery, or contact between the towing vehicle and an implement being towed, hitched, or unhitched.

This peril does not include loss:

 - (a) to any tires, tubes, or tracks, unless the loss coincides with other loss or damage to the vehicle or other covered farm machinery from this same peril;
 - (b) or internal damage caused by objects taken into any machine or vehicle; or
 - (c) to livestock struck by a vehicle owned or operated by any **insured person** or a **farm employee** of an **insured person**.
12. ACCIDENTAL SHOOTING OF LIVESTOCK (EXCEPT POULTRY). This peril does not apply to accidental shooting of livestock by:
 - (a) an **insured person**; or
 - (b) an employee of an **insured person**.
13. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM ATTACK BY DOGS OR WILD ANIMALS. There must be physical evidence on the livestock to show cause of death. **We** do not cover loss caused by fright or exhaustion, or loss resulting from attack by dogs owned by an **insured**.
14. DROWNING OF LIVESTOCK (EXCEPT POULTRY). Suffocation from the animal's own body fluid is not covered by this peril.
15. DEATH OF LIVESTOCK (EXCEPT POULTRY) BY ELECTROCUTION resulting from electrical currents artificially generated.
16. DEATH OF LIVESTOCK (EXCEPT POULTRY) RESULTING FROM LOADING OR UNLOADING ACCIDENTS. The event must have occurred while covered livestock is being loaded onto or unloaded from vehicles used to transport them and result in the immediate death or necessary immediate destruction of the covered livestock. **We** do not cover loss caused by fright, exhaustion, or disease.
17. BREAKAGE OF GLASS constituting a part of the cab of mobile farm equipment.
18. COLLAPSE of a building from the weight of ice, snow, or sleet, or other covered perils.
19. VOLCANIC ERUPTION exclusive of loss caused by earthquake, land shock waves, and tremors.

SECTIONS I, II, III, IV, AND V – ADDITIONAL COVERAGE

FIRE DEPARTMENT CHARGES. We will pay up to \$500 for **your** liability under an agreement for service charges made by a fire department when called to protect **your** covered property from a peril **we** insure against. This coverage does not apply if the property is located within the limits of a city or municipality, or within a fire protection district. Payments are in addition to the amount of insurance applying to the loss. No deductible applies to this coverage.

SECTIONS I, II, III, IV, AND V – CONDITIONS

1. **WHAT YOU MUST DO IN CASE OF LOSS.** If a loss occurs, **you** must:
 - (a) give **us** or **our** agent immediate notice. In case of theft also notify the proper law enforcement authority. In case of loss under Additional Coverages #1 - CREDIT CARD, ELECTRONIC FUND TRANSFER CARD, CHECK FORGERY, AND COUNTERFEIT MONEY COVERAGE, also notify the credit card or fund transfer card company or the bank;
 - (b) protect the property from further damage, make necessary and reasonable repairs to protect the property and keep records of the cost of repairs;
 - (c) make a list of all damaged or destroyed property, showing in detail the quantities, costs, actual cash value, and amount of loss claimed;
 - (d) send to **us** a proof of loss signed and sworn to by **you** within 60 days after **we** request one, including:
 - (1) the time and cause of loss;
 - (2) **your** interest and that of all others in the property;
 - (3) actual cash value and amount of loss to the property;
 - (4) all encumbrances on the property;
 - (5) changes in title, use, occupancy, or possession of the property;
 - (6) if required, any plans and specifications of any damaged building or fixture; and
 - (7) other policies covering the loss;
 - (e) exhibit the damaged property to **us** or **our** representative as often as may be reasonably required;
 - (f) submit to and subscribe, as often as **we** reasonably require:
 - (1) statements, while not in the presence of any other **insured person**; and
 - (2) examinations under oath conducted by, and only in the presence of, persons selected by **us** and sign the transcripts of the examinations;
 - (g) allow **us** to take samples of damaged property for inspection, testing, and analysis;
 - (h) produce for examination, with permission to copy, all books or accounts, bills, invoices, receipts, and other vouchers as **we** may reasonably require;
 - (i) produce receipts for any increased costs incurred to maintain **your** standard of living while **you** reside elsewhere; and
 - (j) produce records pertaining to any loss of rental income.
2. **HOW LOSSES ARE SETTLED.** Loss to covered property will be settled at the actual cash value of the damaged property at the time of loss.

We will pay no more than the lesser of:

 - (a) the cost to repair or replace the damaged property with property of like kind and quality, subject to deduction for depreciation;
 - (b) the difference in market value of the damaged property before and after the loss; or
 - (c) the limits of liability of this policy.
3. **NEBRASKA VALUED POLICY LAW.** It is agreed that this policy conforms to Section 44-501.02 of the Nebraska Insurance Code when applicable, any provision in the policy to the contrary notwithstanding.
4. **OUR OPTIONS.** In the event of a covered loss **we** have the option of taking all or any part of the damaged property at its appraised or agreed-on value. **We** also have the option to repair, rebuild, or replace the damaged property with property of like kind and quality. **We** must give **you** notice of **our** intention within 30 days after **we** receive **your** proof of loss.
5. **APPRAISAL.** If **you** and **we** fail to agree within a reasonable time on the actual cash value of amount of loss, an appraisal of the loss may take place. However, both parties must agree, in writing, to an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the request is received. The appraisers will select a competent and impartial umpire. If the 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 state where the **insured premises** is located to select an umpire.

The appraisers shall then appraise the loss, stating separately the actual cash value and the loss to each item. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will bear their own appraiser's fees, expert witness fees, and other expenses of the appraisal. Both parties will share in the fee and expenses of the umpire equally.

6. INSURABLE INTEREST AND LIMIT OF LIABILITY. Even if more than one person has an insurable interest in the property covered, **we** will not be liable in any one loss:
 - (a) to the **insured person** for more than the amount of the **insured person's** interest at the time of loss; or
 - (b) for more than the applicable limit of liability.
7. ABANDONED PROPERTY. **We** are not obliged to accept property abandoned by an **insured person**.
8. LOSS TO PAIR OR SET. **We** may repair or replace any part of a pair or set to restore it to its value before the loss, or **we** may pay the difference between the actual cash value of the property before and after the loss.
9. OUR PAYMENT OF LOSS. **We** shall adjust any loss with **you**, and pay **you** unless another payee is named in the policy. **We** will pay within 60 days after **we** receive **your** proof of loss and the amount of loss is finally determined by agreement between **you** and **us**, a court judgment or an appraisal award. If **we** have paid a loss for damage to **your** real or personal property, **we** will take appropriate deduction from any other payment due for any subsequent loss for damage to the same covered real or personal property, unless **you** furnish **us** with proof that the prior damage has been repaired.
10. MORTGAGE CLAUSE. The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable applying to covered property shall be paid to the mortgagee and **you**, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages. If **we** deny **your** claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:

 - (a) notifies **us** of any change in ownership, occupancy, or substantial change in risk of which the mortgagee is aware;
 - (b) pays any premium due under this policy on demand if **you** have neglected to pay the premium; and
 - (c) submits a signed, sworn statement of loss within 60 days after receiving notice from **us** of **your** failure to do so. Policy conditions relating to APPRAISAL and **OUR PAYMENT OF LOSS** apply to the mortgagee.

If the policy is cancelled by **us**, the mortgagee shall be notified at least 10 days before the date cancellation takes effect. If **we** pay the mortgagee for any loss and deny payments to **you**:

 - (a) **we** are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (b) at **our** option, **we** may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, **we** shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation shall not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
11. 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.
12. PERMISSION GRANTED TO YOU. **You** may make alterations, additions, and repairs to **your** building, and complete structures under construction.
13. OTHER INSURANCE – THIS POLICY. If coverage is provided under more than one section for the same loss, only the coverage that benefits **you** the most will apply to the loss. **You** cannot recover more than once for the same loss.
14. OTHER INSURANCE. This insurance, unless specified otherwise, is excess over any other valid and collectible insurance that applies to the same loss.
15. INCREASED HAZARD. **We** shall not be liable for loss occurring while the hazard is increased by any means within **your** control or knowledge, and the increased hazard contributes to the loss.
16. VACANCY. If the building where the loss or damage occurs has been vacant for more than 60 days, the amount that **we** would otherwise pay for loss or damage shall be reduced by 1/3. Buildings under construction are not considered vacant.
17. RECOVERED PROPERTY. If **you** or **we** recover any property for which **we** have made payment under this policy, **you** or **we** will notify the other of the recovery. At **your** option, the property will be returned to or retained by **you** or it will become **our** property. If the recovered property is returned to or retained by **you**, the amount of **our** payment, or any lesser amount to which **we** agree, must be refunded to **us**.
18. LIMIT OF LIABILITY – FUNGI. **We** will pay for direct loss or costs caused by **fungi** when the loss or costs result from a peril insured against. **Our** limit of liability shall not exceed \$10,000 for any remediation, including the cost to remove the **fungi** from covered property, the cost to tear out and replace any part of the building or other

property needed to gain access to the **fungi**, the cost of testing or monitoring of air or property to confirm the presence, absence, type, or level of **fungi**, and any other increased costs caused by the presence of **fungi**, including loss of use of the property.

This is not an additional amount of coverage. The limit of liability applying to the damaged covered property is not increased.

19. **ASSIGNMENT OF CLAIM BENEFITS.** No assignment of claim benefits, regardless of whether made before or after loss, shall be valid without the written consent of **you**, all additional insureds, and all mortgagee(s) named in this policy.

SECTIONS II, IV, AND V - EXCLUSIONS

We do not cover loss caused directly or indirectly by any of the following, such loss being excluded regardless of any other cause or event contributing concurrently or in sequence to the loss.

1. ENFORCEMENT OF AN ORDINANCE OR LAW regulating the construction, repair, or demolition of buildings or other structures, unless specifically provided under this policy.
2. EARTH MOVEMENT, including, but not limited to earthquake; land shock waves before, during, or after volcanic eruption or earthquake; mud flow; sinkhole; subsidence; erosion; improper compaction or fill; site selection; excavation; natural resource extraction activities; or any other earth sinking, rising, or shifting. This exclusion does not apply to direct loss that follows caused by fire, explosion, or theft.
3. WATER DAMAGE, meaning:
 - (a) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - (b) water below the surface of the ground which exerts pressure on or flows, seeps, or leaks through any part of a building or other structure, sidewalk, driveway, patio, foundation, or swimming pool; or
 - (c) water or sewage that backs up through sewers or drains, or water or sewage that backs up or overflows from a septic tank.

We do cover direct loss that follows caused by fire, explosion, or theft.

This exclusion does not apply to **SECTION V – PERILS INSURED AGAINST, #14 DROWNING OF LIVESTOCK (EXCEPT POULTRY).**

4. POWER, HEATING, OR COOLING FAILURE OR INTERRUPTION unless caused by physical damage to power or cooling equipment on the **insured premises** caused by a peril **we** insure against.
5. NEGLIGENCE OF AN **INSURED PERSON** to use all reasonable means to protect covered property at and after the time of a loss or when property is threatened by a peril **we** insure against.
6. WAR (declared or undeclared), civil war, insurrection, rebellion, or revolution.
7. NUCLEAR ACTION, meaning nuclear reaction, radiation, radioactive contamination, or discharge of a nuclear weapon even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of fire, explosion, or smoke. **We do cover direct loss by fire resulting from nuclear action.**
8. ARTIFICIALLY GENERATED ELECTRICAL CURRENTS unless fire ensues, and then only for damage caused by the ensuing fire.
9. INTENTIONAL LOSS, meaning any loss arising out of any act committed by or at the direction of an **insured person** with the intent to cause a loss.

SECTION VI – FARM AND PERSONAL LIABILITY PROTECTION

INSURING AGREEMENT

We agree with you, in return for **your** premium payment, and subject to all terms, provisions, and conditions of this policy, and endorsements attached to the policy, to provide the coverages described below.

This section applies only when a premium charge is shown under Section VI of the **Declarations**.

COVERAGE L – FARM AND PERSONAL LIABILITY

We will pay all sums arising out of an occurrence which an **insured person** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** covered by this policy. "Damages" includes prejudgment interest awarded against the **insured person** and does not increase the limit of liability shown on the **Declarations**. If a claim is made or suit is brought against an **insured person** for liability under this coverage, **we will defend the insured person at our expense**, using lawyers of **our** choice. **We are not obligated to defend after we have paid an amount equal to the limit of our liability. We may investigate or settle any claim or suit as we think appropriate.**

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the reasonable expenses incurred for necessary medical, surgical, x-ray, dental services, prosthetic devices, eyeglasses, hearing aids, pharmaceuticals, ambulance, hospital, licensed nursing, and funeral services. These expenses must be incurred within three years from the date of an **occurrence** causing **bodily injury** covered by this policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on an **insured premises** with the permission of an **insured person**; or
2. elsewhere, if the **bodily injury**:
 - (a) arises out of a condition on the **insured premises**;
 - (b) is caused by the activities of an **insured person** or **farm employee** in the course of employment by an **insured person**;
 - (c) is caused by an animal owned by or in the care of an **insured person**; or
 - (d) is sustained by a **farm employee** arising out of and in the course of employment by an **insured person**.

We do not cover injury to **insured persons** or residents of **your** household.

We may pay either the injured person or the party that renders the medical service or funeral services.

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

COVERAGE N – DAMAGE TO PROPERTY OF OTHERS

We will pay up to the limit of liability specified in the **Declarations** per **occurrence** for **property damage** to property owned by others caused by an **insured person** or household pets owned by an **insured person**. We will, at our option, either pay the actual cash value of the damaged property or repair or replace the damaged property. **Property damage** under this coverage does not include disappearance or loss of use.

We will not pay for **property damage**:

1. caused intentionally by an **insured person** who has attained the age of 13;
2. to property owned by any **insured person**, or owned by, rented to, or leased to another resident of **your** household or the tenant of an **insured person**;
3. arising out of an act or omission in connection with premises (other than **insured premises**) owned, rented, or controlled by an **insured person**;
4. arising out of **business** pursuits;
5. arising out of the ownership, maintenance, operation, use, loading, or unloading of any **automobile**, aircraft (except model or hobby aircraft), hovercraft, or watercraft;
6. resulting from diversion or obstruction of streams or surface water, or from interference with the natural drainage, to or from the lands of others;
7. resulting from the overuse or depletion of underground or surface water; or
8. to property insured under Section I, II, III, IV, or V of this policy.

This coverage shall not apply if insurance is otherwise provided by Coverage L of this policy.

COVERAGE O – DEATH OF LIVESTOCK ON PUBLIC HIGHWAYS

We will pay for loss by death of any cattle, horse, or hybrid thereof, hog, sheep, or goat owned by **you**, caused by collision between such animal and a vehicle not owned or operated by an **insured person** or any employee of an **insured person**, while such animal is within a public highway and is not being transported. Payment is limited to actual cash value of the animal, not to exceed \$1,000. This coverage applies as excess to any other benefits payable under this policy.

COVERAGE P – FAMILY MEDICAL PAYMENTS

We will pay the reasonable expenses incurred within one year from the date of **occurrence** for necessary medical, surgical, x-ray, dental services, prosthetic devices, eyeglasses, hearing aids, pharmaceuticals, ambulance, hospital, and funeral services to or for each person named in Coverage P of the **Declarations**, or amendments thereto, who sustains **bodily injury**, caused by an **occurrence**, while engaged in duties incident to the existence, maintenance, or use of the **insured premises** for **farming** or as a residence, or while going to or from grade or high school or while on the grade or high school premises, except injuries sustained during participation in, or practice for, athletic events.

This coverage is subject to any deductible shown as applicable on the **Declarations** page.

AUTOMATIC INSURANCE FOR NEWLY-ACQUIRED FARM PREMISES

Such liability insurance as is afforded by this policy, during the term of this policy, shall also apply to a newly-acquired **farm** premises not covered in the policy, provided that:

1. **you** acquire, as owner or tenant, such additional **farm** premises within the state of Nebraska;
2. **you** notify **us** within 90 days following the date upon which **you** acquire such **farm** premises in excess of the basic 1,000 acres covered by this policy;
3. **you** pay any additional premium required because of the application of this insurance to newly-acquired **farm** premises; and
4. this insurance does not apply to any loss against which **you** have other valid and collectible insurance.

SECTION VI - ADDITIONAL COVERAGES

We cover the following in addition to the limit of liability:

1. CLAIM EXPENSES. **We** pay:
 - (a) all costs **we** incur in the settlement of any claim or that are taxed against any **insured person** in any suit **we** defend;
 - (b) interest on the entire amount of damages awarded in any suit **we** defend accruing after judgment is entered and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability. "Damages" as used herein does not include prejudgment interest;
 - (c) premiums on bonds required in a suit **we** defend. But **we** will not pay the premium for any portion of the bond amount that is greater than **our** limit of liability. **We** have no obligation to apply for or furnish bonds;
 - (d) loss of earnings up to \$250 a day, but no other income, when **we** ask **you** to help **us** investigate or defend any claim or suit; and
 - (e) any other reasonable expenses incurred at **our** request.
2. FIRST AID EXPENSES. **We** will pay expenses for immediate medical and surgical treatment for other persons that are incurred by an **insured person** for treatment of **bodily injury** covered by this policy. **We** will not pay for first aid to any **insured person**.

SECTION VI - EXCLUSIONS

Under Coverages L and M, **we** do not cover:

1. **Bodily injury** and **property damage** arising out of the ownership, maintenance, operation, use, loading, unloading, or entrustment of:
 - (a) Hovercraft or aircraft, except model or hobby aircraft not used or designed to carry people or cargo.
 - (b) Land motor vehicles designed for use on public roads, other than **recreational land motor vehicles**, owned or operated by or rented or loaned to an **insured person**. This exclusion does not apply if the land motor vehicle is not subject to motor vehicle registration because it is:
 - (1) used exclusively on the **insured premises**;
 - (2) kept in dead storage on the **insured premises**;
 - (3) designed for assisting the handicapped, or
 - (4) designed as a toy for use by children, powered by one or more batteries, and not built or modified to exceed a speed of five miles per hour on level ground.

We do not cover trailers, crawler or farm type tractors, or farm implements, when attached to, towed by, or carried on a land motor vehicle.
 - (c) **Recreational land motor vehicles** owned by an **insured person**, if the **bodily injury** or **property damage** occurs off the **insured premises**.
 This exclusion does not apply to a motorized golf cart that is owned by an **insured person**, designed to carry up to four persons, not built or modified 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 person** to:
 - (i) play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (ii) travel to or from an area where golf carts are parked or stored at the golfing facility; or
 - (iii) 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 person's residence premises**.
 This exclusion does not apply to a self-propelled land vehicle designed as a toy for use by children, powered by one or more batteries, and not built or modified to exceed a speed of five miles per hour on level ground.
 - (d) Watercraft not located on the **insured premises**:
 - (1) owned by or rented to an **insured person** if it is powered by an inboard or inboard-outdrive motor, including those that power a water jet pump, of more than 50 horsepower;
 - (2) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length; or

- (3) powered by one or more outboard motors with more than 25 total horsepower owned by an **insured person**.

This exclusion also applies to the statutorily imposed vicarious parental liability for the actions of a child or minor using any of the conveyances excluded in parts (a), (b), (c), and (d).

This exclusion does not apply to **bodily injury** to a **farm employee**, arising out of and in the course of employment by **you**. Parts (b), (c), and (d) of this exclusion do not apply, and part (a) applies only while such employee is engaged in the operation or maintenance of aircraft.

2. **Bodily injury** or **property damage** arising out of the rendering of or failure to render professional services.
3. **Bodily injury** or **property damage** arising out of **business** pursuits of an **insured person**.
4. **Bodily injury** or **property damage** arising out of the use of any land motor vehicle in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
5. **Bodily injury** or **property damage** resulting from a substance released or discharged from aircraft operated by or for an **insured person**.
6. **Bodily injury** or **property damage** arising out of any premises owned, rented, or controlled by an **insured person** which are not **insured premises**. This exclusion does not apply to **bodily injury** to a **farm employee** arising out of and in the course of employment by an **insured person** at such premises.
7. **Bodily injury** or **property damage** expected or intended by an **insured person** or **farm employee**.
8. **Bodily injury** or **property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion, or revolution. Discharge of a nuclear weapon is deemed a warlike act even if accidental.
9. **Bodily injury** or **property damage** arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**:
 - (a) at or from premises **you** own, rent, or occupy;
 - (b) at or from any site or location used by or for **you** or others for the handling, storage, disposal, processing, or treatment of waste;
 - (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for **you** or any person or organization for whom **you** may be legally responsible; or
 - (d) at or from any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations:
 - (1) if the **pollutants** are brought on or to the site or location in connection with such operation; or
 - (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the **pollutants**;except when arising from unintended overspray or drift of smoke or farm chemicals, liquids, or gases applied in normal farm operations causing **bodily injury** or **property damage** to other than an **insured person** which manifests itself within 60 days from the date of said unintended overspray or drift. An aggregate limit of \$100,000 is the most we will pay for this coverage during any one policy period regardless of the number of **insured persons**, unintended oversprays or drifts, claims made, or suits brought.

This exclusion does not apply to **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or **bodily injury** or **property damage** caused by heat, smoke, or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
10. Any loss, cost, or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
11. **Bodily injury** for which an **insured** is or becomes legally obligated to pay or voluntarily provides payment under any workers' compensation, disability benefits, non-occupational disease or occupational disease law or act.
12. **Bodily injury** resulting from any act which constitutes harassment, physical abuse, mental abuse, corporal punishment, or sexual abuse or molestation of any person under the laws of any jurisdiction in which the act takes place.
13. **Bodily injury** resulting from the transmission of a communicable disease by an **insured person** or **farm employee**.
14. **Bodily injury** or **property damage** caused by **fungi**, including, but not limited to, any injury or damage arising, directly or indirectly, in whole or in part, out of or alleged to have arisen out of any act, error, omission, failure to warn, or other duty involving **fungi**, its existence, detection, removal, elimination, or avoidance.
15. **Bodily injury** or **property damage** arising out of the use, sale, manufacture, delivery, transfer, or possession by an **insured person** of a controlled substance as defined by federal or state law. However, this exclusion does

not apply to the legitimate use of prescription drugs by an **insured person** following the order of a licensed physician.

16. **Bodily injury or property damage** caused by or resulting from a criminal act of an **insured person** or **farm employee**. A criminal act is any act or omission for which a penal statute or ordinance permits or requires any term of imprisonment.

Under Coverage L, **we** do not cover:

17. Liability assumed under a contract or agreement. But **we** will cover liability of others assumed by the **insured** under a written contract relating to the **insured premises** or a warranty of goods or products raised or produced on the **insured premises**.
18. **Bodily injury to you**, or an **insured person** within the meaning of parts (b) or (c) of the definition of **insured person**.
19. **Property damage** to property owned by an **insured person**.
20. **Property damage** to property rented to, occupied by, used by, or in the care of an **insured person**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion.
21. An **insured person's** liability for **bodily injury** or **property damage** when it is covered by a nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted or terminated.
22. **Property damage** to:
 - (a) goods or products, including containers, grown, raised, manufactured, sold, handled, or distributed by an **insured person** when the **property damage** arises out of such products; or
 - (b) work performed by or for an **insured person**, when the **property damage** arises out of such work.
23. **Property damage** resulting from diversion or obstruction of streams or surface water, or from interference with the natural drainage to or from the lands of others.
24. Any claim or dispute asserted against **you** by a third party which is based upon groundwater or surface water rights or alleges damages for depletion of groundwater or surface water, nor will **we** provide a defense for any such claim or dispute.
25. Punitive or exemplary damages awarded against an **insured person**.

Under Coverage M, **we** do not cover:

26. **Bodily injury** from nuclear reaction, radiation, or radioactive contamination or any consequences of any of these.
27. Any person, other than a **farm employee**, while on the **insured premises**:
 - (a) because of a **business** conducted on the **insured premises**;
 - (b) in the course of conducting his own or his employer's **business**; or
 - (c) for **farming** purposes because he or his employer is renting the premises or a part thereof for **farming** purposes.
28. Any person, other than a **farm employee**, if such person is regularly residing on an **insured premise**, including any part rented to such person or to others.

SECTION VI - CONDITIONS

1. WHAT TO DO IN CASE OF **BODILY INJURY** OR **PROPERTY DAMAGE**. In the event of **bodily injury** or **property damage**, the **insured person** must:
 - (a) notify **us** or **our** agent as soon as possible. The notice must give:
 - (1) **your** name and **your** policy number;
 - (2) the time, place, and circumstances of the **occurrence** or loss; and
 - (3) the names and addresses of injured persons and **witnesses**;
 - (b) promptly send **us** any notices, demands, and legal papers received relating to a claim or suit;
 - (c) cooperate with **us** and assist **us** in any matter relating to a claim or suit; and
 - (d) if a loss covered under Coverage N or O occurs, send **us** a proof of loss signed and sworn to by **you** within 60 days after **we** request one. The **insured person** shall also exhibit the damaged property if within the **insured person's** control.

The **insured person** will not, except at the **insured person's** own cost, voluntarily make any payment, assume any obligation, or incur expenses, other than for First Aid Expenses, at the time of the **occurrence**.

2. DUTIES OF INJURED PERSON – COVERAGE M. The injured person or someone on behalf of the injured person will:
 - (a) give **us** as soon as possible, written proof of claim under oath if required;

- (b) submit to physical examination at **our** expense by doctors **we** select as often as **we** may reasonably require; and
 - (c) authorize **us** to obtain medical and other records.
3. **LIMITS OF LIABILITY.** Regardless of the number of **insured persons**, injured persons, claims made or suits brought, **our** liability is limited as follows:
- (a) As respects Coverage L, the limit of liability stated in the **Declarations** is the total limit of **our** liability for all damages, including prejudgment interest, resulting from any one **occurrence**. But the limit of liability stated in the **Declarations** is the total limit of **our** liability for all such **occurrences** during the policy period for **bodily injury or property damage** resulting from:
 - (1) handling or use of goods or products manufactured, sold, handled, or distributed by an **insured person**; or
 - (2) an existing condition in those goods or products after an **insured person** has relinquished control and these goods or products are away from the **insured premises**;
 - (b) as respects Coverage M, the limit of **our** liability stated in the **Declarations** as applicable to "each person" is **our** limit of liability for all medical expenses for **bodily injury** to any one person as the result of any one **occurrence**.
4. **SEVERABILITY OF INSURANCE.** This insurance applies separately to each **insured person** against whom claim is made or suit is brought, subject to **our** limits of liability for each **occurrence**.
5. **BANKRUPTCY.** **We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of the **insured person**.
6. **OTHER INSURANCE.** As respects Coverage L – Farm and Personal Liability, this insurance is excess over any other valid and collectible insurance. As respects Coverage M – Medical Payments to Others, this insurance is excess over any other valid and collectible **automobile** insurance.

GENERAL POLICY CONDITIONS

1. **ASSIGNMENT.** Interest in this policy may not be transferred without **our** written consent. But if the Policyholder named in the **Declarations** or the spouse of the Policyholder residing in the same household dies, the policy will cover:
- (a) any surviving member of the deceased's household who was covered under this policy at the time of death, but only while a resident of the **insured premises**;
 - (b) the legal representative of the deceased person while acting within that capacity; and
 - (c) any person having proper custody of insured property until a legal representative is appointed.
2. **CANCELLATION.**
- YOUR RIGHT TO CANCEL.** **You** may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date cancellation is to be effective. However, if **you** obtain other farm insurance or similar type insurance to replace this policy, any insurance provided by this policy shall terminate on the effective date of the other policy.
- OUR RIGHT TO CANCEL OR NONRENEW.** This policy may be cancelled or nonrenewed by **us** upon 60 days written notice, except that **we** may cancel upon 10 days written notice in the event of nonpayment of premium. The notice shall state the reason for cancellation or nonrenewal. After the policy has been in effect 60 days, it may only be cancelled by **us** for one of the following reasons:
- (a) nonpayment of premium;
 - (b) the policy was obtained through a material misrepresentation;
 - (c) any **insured person** has submitted a fraudulent claim;
 - (d) any **insured person** has violated any of the terms and conditions of the policy;
 - (e) the risk originally accepted has substantially increased;
 - (f) certification to the Director of Insurance of loss of reinsurance by **us** which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
 - (g) the determination by the Director of Insurance that the continuation of the policy could place **us** in violation of the insurance laws of the state of Nebraska.
- Notice of cancellation or nonrenewal shall be sent by registered, certified, or first-class mail to **your** last mailing address known to **us**. If sent by first-class mail, a United States Postal Service certificate of mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of certificate.
- The policy period will end on the date and time stated in the notice.
- RETURN OF PREMIUM.** If **you** or **we** cancel **your** policy the unearned premium shall be computed on a pro-rata basis.

The return premium need not be refunded with the notice of cancellation. If it is not, it will be refunded within a reasonable time after the date on which the cancellation takes effect.

3. **CONCEALMENT OR FRAUD.**

- (a) **Warranties, conditions, and misrepresentations in the application.** No oral or written misrepresentation or warranty made in the negotiation for this policy of insurance by **you**, or on **your** behalf, shall be deemed material or defeat or avoid the policy, or prevent its attaching, unless such misrepresentation or warranty deceived the **us** to **our** injury.
- (b) **Policy conditions.** The breach of a warranty or condition in any contract or policy of insurance on or before the date of loss shall not void the policy nor avail **us** to avoid liability, unless such breach shall exist at the time of the loss and contribute to the loss, anything in the policy or contract of insurance to the contrary notwithstanding.
- (c) **Concealment or fraud.** Except as may be provided above, **we** do not provide coverage when an insured, on or after the inception date of this policy:
 - (1) intentionally conceals or misrepresents any material fact or circumstance;
 - (2) engages in fraudulent conduct; or
 - (3) makes false statements;related to this insurance.

4. **CHANGES.** No change or waiver shall be effective in this policy except by endorsement issued by **us**. If a premium adjustment is necessary **we** will make the adjustment as of the effective date of the change. If any coverage **you** have under this policy is broadened without charge during the policy period, this policy will automatically provide the broadened coverage when effective. When there are two or more named **insured persons**, each acts for all to cancel or change the policy.

5. **OUR RIGHT TO RECOVER PAYMENT.** After making payment under this policy, **we** will have the right to recover from anyone held responsible. This right will not apply, under Sections I, II, III, IV, and V, if **you** have waived it in writing prior to the loss. **You** will sign and deliver all related papers and do whatever is required to transfer this right to **us**, and do nothing to harm this right.

Anyone receiving the benefit of a payment under this policy will hold in trust for **us** the proceeds of any settlement or recovery of damages from another and reimburse **us** to the extent of **our** payment.

This condition does not apply to Section VI, Coverage M – Medical Payments to Others coverage or Coverage N - Damage to Property of Others.

6. **POLICY PERIOD.** This policy applies to losses, **bodily injury**, or **property damage** which occur during the policy period as stated in the **Declarations**.
7. **PREMIUMS.** **We** will compute the premium as called for by **our** rules, rates, and rating plans applying to the coverages provided by the policy. If a premium is due at each anniversary, **we** will use the rates in effect at the anniversary date.
8. **ELECTRONIC DELIVERY.** With **your** consent, **we** may, if allowed by state law, electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

MUTUAL POLICY PROVISIONS

MEETING. The annual meeting of the members of the **Company** shall be held in Lincoln, Nebraska, on the third Wednesday in February at 10:00 o'clock A.M. Any member may appoint any member in good standing their proxy to vote at any annual or special meeting, or may constitute and appoint the members of the Board of Directors of the **Company** present at such meeting as their agents and proxy with power and authority to cast their vote upon all business coming before such meeting, each director present to cast the fractional part of their vote determined by the number of directors present at such meeting. All proxies shall be signed by the members and filed with the **Company** at least five days prior to the day of the meeting.

NON-ASSESSABLE PROVISION. This policy is non-assessable.