

FILE # 15-79-64

LIABILITY CANCELLATION ENDORSEMENT

(To Be Attached to Policy)

Name of Insured DARYL & JOAN NELSON &
Address of Insured NELSON LIVING TRUST
108 OAK AVE
CROOKS SD 57020

COPY

Policy No. FB- 39953 Policy Date JANUARY 5, 2023 Expiration Date JANUARY 5, 2024

Pursuant to agreement with the above named insured, and in consideration of the sum of .00, being the unearned portion of the policy cost of the above numbered policy issued to the above named insured by this company applicable to the item (s) of personal liability coverage hereinafter set forth, all liability coverage afforded by said policy to and for the following item (s) of personal liability coverage insured in and by said policy is cancelled and terminated, and the following item (s) of personal liability coverage deleted from said policy, effective the 27 day of JANUARY, 2023.

DESCRIPTION

DECREASE INSURED ACREAGE
CANCEL 58 ACRES SEC 25 141 49 NW

All other terms, provisions, stipulations and conditions of the above numbered policy remain unchanged.

Attached to and forming part of Policy No. FB- 39953 of De Smet Farm Mutual Insurance Company of South Dakota, issued at its Home Office in De Smet, South Dakota.

DATE OF ENDORSEMENT FEBRUARY 1, 2023
Form No. 73 (10-84)

SECRETARY



EXHIBIT

LO72

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**- READ THIS ENTIRE POLICY CAREFULLY -
IT IS A LEGAL CONTRACT**

GENERAL POLICY TERMS

The following Table of Contents shows how the policy is organized. It will help you locate particular sections of the policy.

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Required state endorsements may also be part of this policy.

Refer to the Definitions for words that have special meaning. These words are shown in "**bold type**".

AGREEMENT

This policy, subject to all of its **terms**, provides property and liability insurance and other described coverages during the policy period. In return **you** must pay the required policy cost (premium). Each principal coverage described in this policy applies only if a **limit** is shown on the Declarations for that coverage.

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DEFINITIONS

1. The words **you** and **your** mean the person or persons named on the Declarations and **your** spouse if a resident of your household. The words **we**, **us** and **our** mean the Company providing this insurance.

2. **Bodily injury** means bodily harm to a person and includes sickness, disease or death. This also includes required care and loss of services.

Bodily injury does not mean bodily harm, sickness, disease or death that arises out of:

- a. a communicable disease; or
- b. the actual, alleged or threatened sexual molestation of a person.

3. **Business** means a trade, a profession or an occupation including farming, all whether full or part time. This includes the rental of property to others. It does not include the occasional rental for residential purposes of the part of the **insured premises** normally occupied solely by **your** household.

Business includes services regularly provided by an insured for the care of others and for which an **insured** is compensated. A mutual exchange of like services is not considered compensation.

4. **Credit Card** means a card, plate, coupon book or other credit device existing for the purpose of obtaining money, property, labor or services on credit. (It does not include debit cards, fund transfer cards or any similar device used to deposit, withdraw or transfer funds).

5. **Domestic Employee** means a person employed by an **insured** to perform duties that relate to the use and care of the **insured premises**. This includes a person who performs duties of a similar nature elsewhere for an **insured**. This does not include a person while performing duties in connection with the **business** of an **insured**.

6. **Insured** means:

- a. **you**;
- b. your relatives if residents of your household;
- c. persons under the age of 21 in **your** care or in the care of **your** resident relatives; and
- d. **your** legal representatives if **you** die while insured by this policy. This person is an **insured** only with respect to insurance on covered property and liability arising out of the property. An **insured** at the time of **your** death remains an **insured** while residing on the **insured premises**:

Under Coverage L- Personal Liability and Coverage M - Medical Payments to Others, **insured** also includes:

- e. persons using or caring for watercraft or animals owned by an **insured** and to which this insurance applies: (This does not include persons using or caring for watercraft or animals in the course of **business** or without the owner's consent.); and
- f. persons in the course of performing domestic duties that relate to the **insured premises**.

Each of the above is a separate **insured**, but this does not increase **our limit**.

7. **Insured Premises**:

a. Described location:

- 1) If **you** own the one or two family residence described on the Declarations, the **insured premises** means that residence and grounds at that location.
- 2) If **you** own the one or two family mobile home described on the Declarations, the **insured premises** means that mobile home and grounds at that location.

b. Under Coverage L- Personal Liability and Coverage M - Medical Payments to Others, **insured premises** also includes:

- 1) other premises shown on the Declarations;
- 2) that part of a residential premises. acquired and to be used by **you** while this policy is in effect;
- 3) vacant land owned by or rented to an **insured**. This includes land where a **residence** is being built for the use of an **insured**. This does not include farm land or business land;
- 4) **your** cemetery lots and burial vaults or those of **your** resident relatives;
- 5) that part of residential premises, not owned by an **insured**, while temporarily used by an **insured**;
- 6) premises used by **you** in connection with the described location;
- 7) access ways immediately adjoining the **insured premises**; and
- 8) that part of premises occasionally rented to an **insured** for other than **business** purposes.

8. **Limit** means the limit of liability that applies.

9. **Motor Vehicle** means a **motorized vehicle**, a trailer or a semi-trailer, and all attached machinery or equipment if:

- a. it is subject to **motor vehicle** registration; or
- b. it is designed for use on public roads.

10. **Motorized Vehicle** means a self-propelled land or amphibious vehicle regardless of method of surface contact. This includes parts and equipment.

11. **Recreational Motor Vehicle** means a **motorized vehicle**, a trailer or attached equipment that is designed or is used for leisure time activities and which is not a **motor vehicle**.
12. **Occurrence** means an accident, including loss from continuous or repeated exposure to similar conditions, which results, during the policy period, in **bodily injury** or **property damage** neither expected nor intended from the stand point of the **insured**.
13. **Pollutant** means any solid, liquid, gaseous, thermal or radioactive irritant or contaminant, including acids,

alkalis, chemicals, fumes, smoke, soot, vapors or waste. Waste includes all materials to be disposed of, recycled, reconditioned or reclaimed.

14. **Property Damage** means physical injury to tangible property. This includes the loss of use.
15. **Residence** means a one or two family house or a one or two family mobile home.
16. **Terms** means all provisions, limitations, exclusions, conditions and definitions used in this policy, or any endorsements or forms made a part of it.

PROPERTY COVERAGES

PRINCIPAL PROPERTY COVERAGES

COPY

Coverage A – Residence - We cover the **residence** on the **insured premises** including additions and built-in components and fixtures. We cover house yard fences, driveways, sidewalks and other permanently installed outdoor yard fixtures pertaining to the service of the **residence**.

Coverage A does not cover:

1. outdoor antennas, including TV antennas and satellite TV antenna-reflectors, their lead-in wiring, accessories, masts and towers;
2. detachable **residence** items covered under Coverage B - Personal Property;
3. trees, plants, shrubs and lawns; and
4. land including the land on which the **residence** is located, underground water or surface water.

from the date **you** begin to move. After that, coverage for personal property in a newly acquired principal **residence** is limited to 10 percent of the Coverage B **limit**. This coverage does not extend past the date on which the **policy** expires or the date on which the **policy** is terminated. This does not increase the Coverage B **limit**.

3. At **your** option, personal property owned by a guest or **domestic employee** is covered while it is in that part of residential premises occupied by an **insured**.
4. **Limitations on Certain Property** - The special limits shown below do not increase the Coverage B **limit**. The **limit** for each class is the total **limit** per **occurrence** for all items in that class.

- a. \$100 on money, bank notes, bullion, gold other than gold ware and gold-plated ware, silver other than silverware and silver-plated ware, platinum, coins, medals, and numismatic property.
- b. \$500 on securities, commercial paper, bills, letters of credit, abstracts of title, stamps, philatelic property, tickets, accounts, deeds, evidence of debt, passports, manuscripts, unpublished works and other valuable papers; (Commercial paper means drafts, checks, certificates of deposit and notes other than bank notes, including negotiable orders of withdrawal).
- c. \$1000 for loss by theft of jewelry, watches, precious and semi-precious stones, gems and furs.
- d. \$1000 for loss by theft of guns and items related to guns.
- e. \$1000 on watercraft including their trailers, equipment, furnishings and motors.
- f. \$1000 for loss by theft of silverware, gold ware, pewter ware and items plated with gold or silver.
- g. \$1000 on **motorized vehicles** used only to service the **insured premises** and not required to be licensed for road use.
- h. \$1000 on motorized golf carts not subject to **motor vehicle** registration.

Coverage B - Personal Property

1. We cover personal property owned by or in the care of an **insured**. Coverage for personal property usually on residential premises of an **insured** other than the **insured premises** is limited to 10 percent of the Coverage B **limit**.

This coverage also includes:

- a. all detachable **residence** items such as domestic appliances, window air conditioners, awnings, canopies, window screens, screen doors, storm windows, storm doors, submersible pumps and sump pumps.
 - b. outdoor equipment not permanently installed pertaining to the service of the **residence**; and
 - c. building materials and supplies located on the **insured premises** for use in construction of or to the **residence**.
2. We cover personal property in a newly acquired principal **residence**. The full Coverage B **limit** applies for 30 days

The following property is covered only while on the **insured premises** and is limited to the amount stated:

- i. \$500 on dismantled camper bodies and trailers not used with watercraft, including their equipment and accessories.

5. Personal Property Not Covered - We do not cover:

- a. property covered by scheduled insurance;
- b. animals, insects, birds or fish;
- c. **motorized vehicles** unless used only to service the **insured premises** and not required to be licensed for road use;
- d. aircraft including their parts and equipment;
- e. **business** property;
- f. **farm** property;
- g. property of roomers and boarders who are not **insureds**;
- h. outdoor antennas, including TV antennas and satellite TV antenna-reflectors, and their lead-in wiring, accessories, masts and towers, except as covered by any scheduled insurance;
- i. trees, plants, shrubs and lawns;
- j. electronic devices, accessories, or antennas that may be operated from the electrical system of a **motorized vehicle** or watercraft while in or on the **motorized vehicle** or watercraft. This includes films, tapes, wires, discs, records or other media for use with such devices;
- k. books of account, electronic data processing tapes, records, wires, chips, discs or other software media containing business data or personal data; or
- l. loss that results from credit cards, except as provided under Incidental Property Coverages.

Coverage C - Additional Living Costs and Loss of Rent Coverage

We pay the necessary and reasonable increase in living costs **you** incur to maintain the normal standard of living of **your** household if a part of the **insured premises** is made unfit for use by an insured loss. **We** pay only for the period of time reasonably required to make the **insured premises** fit for use or to settle **your** household in new quarters, whichever is less. This period of time is not limited by the policy period.

We pay for the rent **you** lose or the fair rental value if the part of the **insured premises** rented or held for rental to others is made unfit for use by an insured loss. **We** only pay for the period of time reasonably required to make the **insured premises** fit for use. Loss of rent is the amount **you** would have received less the charges and expenses that do not continue while the **insured premises** is unfit for use. This period of time is not limited by the policy period.

We pay **your** additional living costs and loss of rent for up to two weeks if the premises next to the **insured premises** is damaged from a peril insured against by this policy and

you may not, by order of civil authority, use the **insured premises**. This is not limited by the policy period.

We do not pay for loss of rent or costs due to the cancellation of a lease or an agreement.

INCIDENTAL PROPERTY COVERAGES

This policy provides the following Incidental Property Coverages. They are subject to all of the **terms** of the applicable Principal Property Coverages A or B. They do not increase the **limits** shown for the Principal Property Coverages unless otherwise stated.

1. Emergency Removal

We pay for loss to covered property, that is moved from the **insured premises** to prevent a loss from perils insured against. The property is covered for direct physical loss not excluded, for up to 30 days. This coverage does not extend past the date on which this policy expires.

We pay up to \$100 towing charge to move a covered mobile home that is in danger from a peril insured against.

2. Debris Removal - We pay to remove the debris of covered property after an insured loss.

This coverage does not include costs to:

- a. extract **pollutants** from land or water; or
- b. remove, restore or replace **polluted** land or water.

3. Fire Department Service Charge - We pay up to \$250 for charges you must pay when a fire department is called to save or protect covered property from a peril insured against. No deductible applies to this coverage.

4. Credit Card, Forgery and Counterfeit Money - We pay up to \$1000 if an **insured**:

- a. by law must pay for the unauthorized use of **credit cards** issued or registered in the name of the **insured**;
- b. has a loss when checks, drafts, notes or negotiable instruments are forged or altered; or
- c. accepts in good faith counterfeit United States or Canadian paper money.

We do not pay for loss if:

- a. the **insured** has not complied with the rules under which the **credit card** was issued;
- b. the loss is caused by the dishonesty of an **insured**;
- c. the loss results from the **business** of an **insured**;
- d. the loss occurs while a person who is not an **insured** has a **credit card** with the consent of an **insured**; or
- e. the loss involves a debit card, fund transfer card or any similar device used to deposit, withdraw or transfer funds.

5. **Tenant's Improvements** - If you are a tenant, we pay for loss by perils insured against to improvements on the **insured premises** made or acquired at your expense. These are permanent fixtures, alterations, decorations and additions.

We pay up to 10 percent of the Coverage B limit.

6. **Grave Markers** - We pay up to \$500 for loss to grave markers and mausoleums caused by a peril that applies to Coverage B.

EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

We do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. earthquake, land shock waves or tremors;
- b. landslide, subsidence, sinkhole, erosion;
- c. mudflow;
- d. earth sinking, rising, shifting, expanding or contracting; or
- e. volcanic eruption or effusion including outpouring of lava or ash.

1. **Ordinance or Law** - We do not pay for loss or increased cost which results from the enforcement of a code, ordinance or law which regulates the use, construction, repair or demolition of property. When breakage of glass is covered, we pay to replace the damaged glass with safety glazing materials if required by code, ordinance or law.

We do pay for direct loss caused by Fire, Explosion and (if covered by this policy) Theft resulting from earth movement. Explosion does not include volcanic eruption or effusion.

2. **Civil Authority** - We do not pay for a loss which results from order of civil authority.

We pay for loss which results from acts of a civil authority to prevent the spread of fire. We do not pay if the fire was caused by an excluded peril.

7. **Water Damage** - We do not pay for loss which results from the following:

- a. flood, surface water, waves, tidal water, overflow of a body of water or spray from these, all whether driven by wind or not;
- b. water which backs up through sewers or drains, or overflows from a sump; or
- c. water from any source below the surface of the ground. This includes water which exerts pressure on, or seeps or leaks through or into a building, sidewalk, driveway, foundation, swimming pool or other structure.

We pay for direct loss caused by Fire, Explosion and (if covered by this policy) Theft resulting from water damage. Explosion does not include volcanic eruption or effusion.

3. **Nuclear Hazard** - We do not pay for loss which results from nuclear reaction, nuclear radiation or radioactive contamination (whether controlled or uncontrolled; whether caused by, contributed to or aggravated by a peril insured against and whether caused by natural, accidental or artificial means). Loss caused by nuclear hazard is not considered loss caused by Fire, Explosion or Smoke. Direct loss by Fire resulting from the nuclear hazard is covered.

8. **Power Disruption, Failure or Fluctuation** - We do not pay for loss which results from the disruption, failure or fluctuation of power or other utility service, whether or not it is caused by a peril insured against by this policy, if the origin or cause of the disruption, failure or fluctuation is not on the **insured premises**.

4. **War** - We do not pay for loss which results from declared or undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure or use of property for a military purpose. It includes the consequences of these. Discharge of a nuclear weapon is deemed an act of war even if it is accidental.

5. **Neglect** - We do not pay for loss which results from the neglect of an **insured** to use all reasonable means to save and preserve covered property at and after the time of a loss.

9. **Business Interruption** - We do not pay for loss which results from interruption of **business**.

6. **Earth Movement** - We do not pay for loss which results from earth movement whether the earth movement results from natural or artificial causes. Earth movement includes but is not limited to:

10. **Wear and Tear** - We do not pay for loss which results from wear and tear, marring, deterioration, inherent vice, latent defect, mechanical breakdown, rust, wet or dry rot, corrosion, mold, contamination or smog.

11. **Intentional Acts** - We do not pay for loss which results

from an act committed by or at the direction of an **insured** and with the intent to cause a loss.

12. **Errors, Omissions and Defects** - We do not pay for loss which results from one or more of the following:

- a. an act, error or omission (negligent or not) relating to:
 - 1) land use;
 - 2) the design, specification, construction, workmanship or installation of property;
 - 3) planning, zoning, development, surveying, siting, grading or compaction; or
 - 4) maintenance of property (including land,

structures or improvements);

whether on or off the **insured premises**;

- b. a defect, a weakness, the inadequacy, a fault or unsoundness in materials used in construction or repair whether on or off the **insured premises**.

We do pay for an ensuing loss unless the ensuing loss itself is excluded.

13. **Birds, Vermin, Rodents, Insects or Domestic Animals** - We do not pay for loss caused by birds, vermin, rodents, insects, or domestic animals.

WHAT YOU MUST DO IN CASE OF LOSS

1. **Notice** - In case of a loss, the **insured** must:

- a. give **us** or **our** agent prompt notice (**We** may request written notice.);
- b. give notice to the police when the act that causes the loss is a crime; and
- c. give notice to the **credit card** company if the loss involves a **credit card**.

The notice to **us** must state:

- a. the name of the **insured**, the kind of policy, the policy number and the time, place and the details of the loss; and
- b. names and addresses of all known potential claimants and witnesses.

2. **Cooperation** - The **insured** must cooperate with **us** in performing all acts required by this policy.

3. **Volunteer Payments** - An **insured** must not make payments, pay or offer rewards or assume obligations or other costs, except at the **insured's** own cost. This does not apply to costs that are allowed by this policy.

4. **Other Duties - Property Coverages** - The **insured** must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. **We** pay for the costs. The **insured** must keep an accurate record of such costs. This does not increase **our limit**.

The **insured** must give to **us** a statement of loss (under oath if **we** request) within 60 days after the loss.

At **our** request the **insured** must:

- a. give **us** a proof of loss, within 60 days after **our** request, that shows:

- 1) the time, place and the details of the loss;
 - 2) the interest of the **insured** and of all others in the property. This includes all mortgages and liens;
 - 3) other insurance policies that may cover the loss;
 - 4) changes in title or use of the property during the policy period;
 - 5) available plans and specifications of buildings or structures;
 - 6) detailed estimates for repair; and
 - 7) in detail, the quantity, description, cost, amount of loss and actual cash value of the personal property involved in the loss. The **insured** must give **us** copies of all bills, receipts and related documents to confirm these.
- b. submit to examination under oath in matters that relate to the loss or claim as often as **we** reasonably request. If more than one person is examined, **we** have the right to examine and receive statements separately from each person and not in the presence of the others;
 - c. show the damaged property as often as **we** reasonably request;
 - d. show records, including tax returns and bank records of all cancelled checks that relate to the value, loss and costs, and permit copies to be made of them as often as **we** reasonably request;
 - e. assist **us** to enforce the right of recovery which the **insured** may have against a party or parties causing the loss;
 - f. show records that prove loss of rents and show receipts for additional living costs; and
 - g. submit evidence or affidavits supporting a claim under Credit Card, Forgery and Counterfeit Money Coverage stating the amount and cause of loss.

5. **Other Duties - Personal Liability Coverage** - In case of an **occurrence** which might result in a claim, the **insured** must promptly give **us** copies of all notices, demands or legal papers that relate to the **occurrence** or the claim.

At our request, the insured must help us:

- a. to settle a claim;
- b. to conduct suits. This includes being at trials and hearings;
- c. to enforce the right of recovery against parties who may be liable to an **insured**;
- d. to secure and give evidence; and
- e. to obtain the attendance of all witnesses.

6. Other Duties - Medical Payments to Others Coverage

- In case of a loss the injured person or someone acting on behalf of that person must:

- a. give **us** written proof of claim (under oath if **we** request) as soon as practical; and
- b. authorize **us** to get copies of medical records.

The injured person must submit to physical exams by doctors chosen by **us** as often as **we** may require.

HOW MUCH WE PAY FOR LOSS OR CLAIM

1. PROPERTY COVERAGES

Actual Cash Value includes deduction for depreciation, however caused.

Insurable Interest and Our Limit - Even if more than one person has an insurable interest in the property covered, **we** pay no more than the amount of **your** interest in the property or the **limit** that applies.

Deductible - This applies to Coverage A - Residence; Coverage B - Personal Property; Debris Removal; and Tenant's Improvements. It applies to all perils insured against unless otherwise shown.

We pay that part of the loss over the deductible. Not more than one deductible applies per **occurrence**.

Loss to a Pair or Set - If there is loss to an item which is part of a pair or set; **we** pay only to replace or repair the item, or **we** pay the difference in the actual cash value of the pair or set just before the loss and the actual cash value just after the loss.

Warranty and Guarantee Coverage - **We** pay only that part of a loss or claim in excess of the amount recoverable by the **insured** as the result of any coverage or indemnity under a Warranty or Guarantee by any manufacturer, dealer or contractor which applies to such loss or claim.

Loss Settlement - Subject to the **terms** shown above, we will settle losses according to the Replacement Cost Terms. If the Replacement Cost Terms do not apply, **we** will settle losses according to the Actual Cash Value Terms.

a. **Replacement Cost Terms** - These apply only to the **residence** covered under Coverage A that has a permanent foundation and roof and do not apply to: mobile homes whether or not on a permanent foundation; all detachable **residence** items such as domestic appliances, window air conditioners,

awnings, canopies, window screens, screen doors, storm windows, storm doors, submersible pumps and sump pumps; and outdoor equipment not permanently installed pertaining to the service of the **residence**.

In determining the replacement cost of the **residence**, do not include the cost of: excavations, brick, stone or concrete foundations; piers and other supports which are below the surface of the ground inside the foundation walls; and underground flues, pipes, wiring and drains.

When the cost to repair or replace exceeds the lesser of \$1,000 or five percent of the **limit** on the damaged **residence**, **we** do not pay for more than the actual cash value of the loss until repair or replacement is completed.

You may make a claim for the actual cash value of the loss before repairs are made. A claim for an additional amount payable under these **terms** must be made within 180 days after the loss.

1) If the **limit** on the damaged residence is less than 80 percent of its replacement cost at the time of loss, **we** pay the larger of the following (but not exceeding the **limit** under this policy):

- a) the actual cash value at the time of the loss; or
- b) that part of the replacement cost of the damaged part which **our limit** on the **residence** bears to 80 percent of the full current replacement cost of the **residence**.

2) If the **limit** on the damaged **residence** is at least 80 percent of its replacement cost at the time of loss, **we** pay the smallest of the following:

- a) the **limit** that applies to the **residence**;
- b) the cost to repair or replace the damage on the same premises using materials of like kind and quality, to the extent practicable; or
- c) the amount spent to repair or replace the damage.

b. **Actual Cash Value Terms** - We pay the lesser of:

- 1) the cost to repair or replace the property with materials of like kind and quality to the extent practicable;
- 2) the actual cash value of the property at the time of loss; or
- 3) (applies only to mobile homes) the difference in the actual cash value just before the loss and the actual cash value just after the loss.

2. **Coverage L- Personal Liability** - The limit shown on the Declarations for Coverage L - Personal Liability is the most we pay for loss for each **occurrence**. This applies regardless of the number of:

- a. persons insured under this policy;
- b. parties who sustain injury or damage; or
- c. claims made or suits brought.

3. **Coverage M - Medical Payments To Others**- The limit shown on the Declarations for each person for Coverage M - Medical, Payments to Others is the most we pay for all medical expenses payable for **bodily injury** to one person as the result of one accident.

When a **limit** is shown on the Declarations for each

accident for Coverage M - Medical Payments to Others, the limit is the most we pay to any one accident.

The payment of a claim under Coverage M - Medical Payments to Others does not mean we admit we are liable under Coverage L- Personal Liability.

4. **Metal Covered Residence** - Our limit for appearance loss caused by hail to the exterior metal of a covered residence is 25 percent of the replacement cost of such metal covering.

5. **Insurance Under More Than One Coverage** - If more than one coverage of this policy applies to a loss, we pay no more than the actual loss.

6. **Insurance Under More Than One Policy** -

Property Coverage - This insurance is excess over other valid and collectible insurance that applies to the loss or claim.

Coverage L - Personal Liability and Coverage M - Medical Payments to Others-This insurance is excess over other valid and collectible insurance that applies to the loss or claim.

PAYMENT OF LOSS OR CLAIM

1. **Your Property** - We adjust each loss with you. We pay an insured loss within 30 days after an acceptable proof of loss is received and the amount of the loss is agreed to in writing. If you and we do not agree, we pay within 60 days after the filing of a written appraisal agreement with you and with us, unless you or we appeal to a Court within 60 days after the written appraisal agreement is filed with you and with us. Payment is made to you unless a loss payee is named.

2. **Additional Living Costs** - If the insured premises is made unfit for use for more than one month, covered costs are paid on a monthly basis. You must give us proof of such costs.

3. **Damage to Personal Property of Others** - At our option, an insured loss may be adjusted with and paid:

- a. to you on behalf of the owner; or
- b. to the owner. If we pay the owner, we do not have to

pay an insured.

4. **Our Options** - We may:

- b. pay the loss in money; or
- c. rebuild, repair or replace the property with materials of like kind and quality, to the extent practicable. We must give you notice of our intent to do so within 30 days after we receive an acceptable proof of loss.

We may take all or a part of the damaged property at the agreed or appraised value. Property paid for or replaced by us becomes ours.

5. **Liability Coverages** - A person who has secured a judgment against an insured for an insured loss or has liability established by a written agreement between the claimant, an insured and us, is entitled to recover under this policy to the extent of coverage provided.

POLICY CONDITIONS

CONDITIONS APPLICABLE TO ALL COVERAGES

1. **Assignment** - This policy may not be assigned without our written consent.

2. **Cancellation and Nonrenewal** - You may cancel this policy at any time by returning the policy to us for cancellation and paying all obligations then owing by you to us.

We may cancel this policy by written notice of cancellation delivered to **you** or mailed to **you** at **your** address appearing in the records of this Company by certified mail at least 20 days before the effective cancellation date, which notice will include a written explanation of the specific reasons for cancellation. Proof of delivery or mailing is sufficient proof of such notice.

We refund premium or policy costs for the unexpired policy period on a prorata basis.

Your return premium or policy costs, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium or policy costs is not a condition of cancellation.

We may cancel this policy for any reasonable cause during the first 60 days this policy is in effect, but after 60 days from the effective date of this policy, a notice of cancellation may not be issued unless it is based upon at least one of the following reasons:

- a. nonpayment of premium or policy costs;
- b. discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. discovery of acts or omissions on the part of the named **insured** which increase any hazard insured against;
- d. the occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
- e. a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- f. a determination by the director of the division of insurance of the State of South Dakota that the continuation of the policy would jeopardize this Company's solvency or would place this Company in violation of the insurance laws of South Dakota;
- g. violation or breach by the insured of any policy terms or conditions; or
- h. such other reasons as are approved by the director of the South Dakota Division of Insurance.

If **we** elect not to renew this policy, **we** will deliver to **you** or mail to **you** at **your** address appearing in the records of this Company, a written notice of nonrenewal at least 30 days before the effective renewal date of this policy. Proof of delivery or mailing is sufficient proof of such notice.

3. **Change, Modification or Waiver of Policy Terms** - A waiver or change of the **terms** of this policy must be issued by **us** in writing to be valid. If, in the policy period, **we** adopt a revision which broadens coverage without an additional premium, the broadened coverage will apply.

Our request for an appraisal or examination under oath does not waive policy **terms**.

4. **Conformity with Statute - Terms** in conflict with the laws of the State of South Dakota, are changed to conform to such laws.
5. **Misrepresentation, Concealment or Fraud** - This policy is void if, before or after a loss:
 - a. an **insured** has willfully concealed or misrepresented:
 - 1) a material fact or circumstance with respect to this insurance; or
 - 2) an **insured's** interest herein.
 - b. there has been fraud or false swearing by an **insured** with respect to this insurance or the subject thereof.
6. **Inspection** - **We** may, but are not required to, inspect **your** property and operations. **Our** inspection or resulting advice or report does not warrant that **your** property or operations are safe or healthful or comply with laws, rules or regulations.
7. **Recoveries** - This applies if **we** pay for a loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, or someone for them.
 - a. The **insured** must inform **us** or **we** must inform the **insured** if either recovers property or receives payment.
 - b. Proper costs incurred by either party are paid first.
 - c. The **insured** may keep the property. The amount of the claim paid, or a lesser amount to which **we** agree, must be returned to **us**.
 - d. If the claim paid is less than the agreed loss due to a deductible, or other limiting **terms**, the recovery is prorated between the **insured** and **us** based on the interests of each in the loss.
8. **Subrogation** - If **we** pay for a loss, **we** may require that the **insured** assign to **us** the right of recovery up to the amount **we** pay. **We** are not liable for a loss if, after the loss, an **insured** impairs **our** right to recover against others. **You** may waive **your** right to recover, in writing, before a loss occurs, without voiding coverage. If **we** pay a loss to or for an **insured** and the **insured** recovers from another party for the same loss, the **insured** must pay **us** as stated in Recoveries.
9. **Suit Against Us** - No suit maybe brought against us unless all the **terms** of this policy have been complied with and
 - a. **Property Coverages** - The suit is brought within six years after the loss.
 - b. **Liability Coverages** - The amount of an **insured's** liability has been fixed by:
 - 1) a final judgment against an **insured** which is the result of a trial; or

2) a written agreement of the **insured**, the claimant and **us**.

No person has a right under this policy to join **us** or implead **us** in actions that are brought to fix the liability of an **insured**.

10. Punitive or Exemplary Damages, or Related Defense Costs - This policy does not cover punitive or exemplary damages, or related defense costs. This exclusion applies regardless of any other terms of this policy or any endorsements made a part of it.

11. Bankruptcy of an Insured - Bankruptcy or insolvency of an **insured** does not relieve us of our obligations under this policy.

CONDITIONS APPLICABLE TO PROPERTY COVERAGES ONLY

COPY

12. Abandonment of Property - An **insured** may not abandon the property to **us** unless **we** agree.

13. Appraisal - If **you** and **we** do not agree on the cost to repair or replace, actual cash value of or amount of loss to covered property when loss occurs, either party may demand that these amounts be determined by appraisal.

If either party makes a written demand for appraisal, each shall choose a disinterested appraiser and notify the other of the appraiser's identity within 20 days after receipt of the written demand by the party notified of such appraisal demand. The appraisers will then determine the amount of the damage stating separately, in detail: the cost to repair or replace, actual cash value of, and amount of loss to each building item and item of personal property.

If the two appraisers selected by the parties fail to agree within a reasonable time on the amount of the damage to be determined by them, they shall choose a third disinterested appraiser to act with them. If the two appraisers selected by the parties cannot agree upon a third disinterested appraiser within 15 days after their failure to agree on the amount of the damage to be determined by them, **you** or **we** can ask a judge of a court of record in the state where the property is located to select the third appraiser to act with them to determine the amount of the damage.

A written appraisal agreement so itemized and signed by any two of the appraisers and filed with **you** and with **us** will establish the cost to repair or replace, actual cash value of and amount of loss to each building item and item of personal property, unless **you** or **we** appeal to a court within sixty days after the written appraisal agreement is filed with **you** and with **us**.

The two appraisers selected by **you** and **us** will be paid by the party selecting that appraiser, and the compensation of the third appraiser and other costs of the appraisal shall be shared by **you** and **us**.

14. No Benefit to Bailee - Coverage under this policy will not benefit those who are paid to assume custody of the covered property.

15. Mortgage Clause

The word "mortgagee" includes trustee.

a. If a mortgagee is named on the Declarations, a loss payable under Coverage A - Residence or Coverage F - Farm Barns, Buildings, Structures and Additional Farm Dwellings will be paid to the mortgagee and **you**, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages. If **we** deny **your** claim, that denial does not apply to a valid claim of the mortgagee, if the mortgagee has:

- 1) notified **us** of change in ownership, occupancy or substantial change in risk of which the mortgagee became aware;
- 2) paid the premium due under this policy on demand if an **insured** neglected to pay the premium; and
- 3) submitted a signed, sworn proof of loss within 60 days after receiving notice from us if an **insured** has failed to do so.

All **terms** of this policy apply to the mortgagee unless changed by this clause.

b. If **we** cancel this policy, **we** will notify the mortgagee at least 10 days before the date cancellation takes effect.

c. If **we** pay the mortgagee for a loss and deny payment to **you**:

- 1) **we** are subrogated, up to the amount **we** paid for the loss, to all the rights of the mortgagee granted under the mortgage. on the property; or
- 2) at **our** option, **we** may pay to the mortgagee the whole principal on the mortgage plus the 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.

16. Secured Party Coverage - This applies only to coverage on mobile homes and personal property. This entire clause is void unless the name of a secured party is shown on the Declarations. This clause applies only to the interest of a secured party and does not affect the **insured's** rights or duties under the policy.

a. If a secured party is named on the Declarations, a loss payable on property subject to the security interest will be paid to the secured party and **you** as interests may appear. If there is more than one security interest in the same property, the order of payment will be the same as their order of priority.

If **we** deny **your** claim, that denial does not apply to a valid claim of a secured party if the secured party has:

- 1) notified **us** of a change in ownership, occupancy or substantial change in risk of which the secured party became aware;
- 2) paid the premium due under this policy on demand if an **insured** has neglected to pay the premium; and
- 3) submitted a signed, sworn proof of loss within 60 days after receiving notice from **us** if an **insured** has failed to do so.

All **terms** of this policy apply to the secured party unless changed by this clause.

b. If **we** cancel this policy, **we** will notify the secured party at least 10 days before the date cancellation takes effect.

c. If **we** pay the secured party for a loss and deny, payment to **you**:

- 1) **we** are subrogated, up to the amount **we** paid for the loss, to all the rights of the secured party granted under the security agreement; or
- 2) at **our** option, **we** may pay the secured party the remaining amount due on the security agreement plus the accrued interest. In this event, **we** shall receive full assignment of the security agreement and securities held as collateral for the agreement.

However, the secured party's interest is not covered for conversion, embezzlement or secretion by an **insured** in possession of the encumbered property, unless specifically insured against and premium paid for such.

Farmowners/Ranchowners—Special Form Perils Section

Coverage A—Residence—This policy covers the residence on the insured premises for risks of direct physical loss unless specifically excluded below or in the General Policy Terms.

Exclusions—Apply to Coverage A—Residence—The following exclusions apply in addition to the exclusions contained in the General Policy Terms:

1. **Freezing, Discharge, Leakage or Overflow—Unoccupied Residence**—If the residence is vacant, unoccupied (including temporary absence) or under construction and unoccupied, the insured must take reasonable care to:

- maintain heat in the residence; or
- shut off the water supply and completely empty liquids from any plumbing, heating, air-conditioning or fire protective sprinkler systems, water heaters or domestic appliances.

If the insured fails to do this, we do not pay for loss caused by freezing or the resulting discharge, leakage or overflow from such system, water heater or domestic appliance.

2. **Freezing, Thawing, Pressure or Weight of Ice, Snow, Sleet or Water**—We do not pay for damage to swimming pools, fences, retaining walls, septic tanks, piers, wharves, docks, foundations, bulkheads, patios and paved areas caused by freezing, thawing, or pressure or weight of ice, snow, sleet or water, whether driven by wind or not.
3. **Theft**—We do not cover theft or attempted theft in or to a residence being built, or theft of materials and supplies for use in construction of the residence, until the residence is finished and occupied, and we do not pay for theft or attempted theft from a residence which is vacant for more than 30 days in a row just before the loss.
4. **Vandalism or Glass Breakage**—We do not pay for loss caused by vandals or breakage of glass while the residence is vacant for more than 30 days in a row just before the loss. A residence being built is not vacant.
5. **Seepage or Leakage**—We do not pay for loss caused by repeated or continuous seepage or leakage of liquids or steam from within a plumbing, heating, air-conditioning or fire protective sprinkler system, water heater or domestic appliance.

Except as provided above, we pay for loss caused by the accidental leakage, overflow or discharge of liquids or steam from a plumbing, heating, air-conditioning or fire protective sprinkler system, or from a water heater or domestic appliance. We also pay the reasonable cost of removing and replacing those parts of the residence or mobile home necessary to make repairs. We do not pay for loss to the system, water heater or domestic appliance from which the liquid or steam escapes.

6. **Settling, Cracking, Shrinking, Bulging or Expanding**—We do not pay for loss caused by the settling, cracking, shrinkage, bulging or expanding of a residence or mobile home, pavements, sidewalks, patios, or other outdoor structures.

7. **Birds, Vermin, Rodents, Insects or Domestic Animals**—We do not pay for loss caused by birds, vermin, rodents, insects or domestic animals.

8. **Smoke**—We do not pay for damage caused by smoke from agricultural smudging or industrial operations.

We pay for an ensuing loss by Fire, Explosion, Smoke or Glass Breakage which results from any of the above, unless the ensuing loss itself is excluded.

Coverage B—Personal Property—This policy, subject to the exclusions contained in the General Policy Terms and the following exclusions, insures against direct physical loss to property covered under Coverage B—Personal Property, caused by the following:

1. **Fire or Lightning**

2. **Windstorm or Hail**

- We do not pay for loss caused directly or indirectly by frost, cold weather, ice (other than hail), snow or sleet, all whether wind driven or not.
- We do not pay for loss to property inside a residence caused by dust, rain, sand, sleet, snow or water, all whether wind driven or not, which enter through an opening not made by the direct force of wind or hail.
- We do not pay for loss to watercraft and their trailers, accessories, furnishings, equipment and motors unless inside a fully enclosed building.

3. **Explosion**

4. **Riot or Civil Commotion**

5. **Aircraft**

6. **Vehicles**—We do not pay for loss to fences, driveways or walks caused by motor vehicles, motorized vehicles or recreational motor vehicles owned by or operated by an insured, employee of an insured or occupant of the insured premises.

7. **Sudden and Accidental Damage from Smoke**—We do not pay for loss caused by smoke from agricultural smudging or industrial operations.

8. **Vandalism**—We do not pay for loss if the insured premises is vacant for more than 30 days in a row just before the loss. A residence being built is not vacant.

9. **Glass Breakage**—We cover breakage of glass or other glazing material which forms part of detachable residence items. This includes storm doors and windows.

We do not pay for loss if the insured premises is vacant

for more than 30 days in a row just before the loss. A residence being built is not vacant.

10. **Theft**—This includes attempted theft and loss of property from a known place when it is likely that theft occurred.

- a. We do not cover theft by an **Insured**.
- b. We do not cover theft in or to a **residence** being built, or theft of materials and supplies for use in construction of the **residence**, until the **residence** is finished and occupied.
- c. We do not pay for loss of a precious or semi-precious stone from its setting.
- d. We do not pay for loss that results from the theft of a **credit card**, except as provided under Incidental Property Coverages.
- e. We do not pay for loss that results from the theft of a debit card, fund transfer card or similar device used for the deposit, withdrawal or transfer of funds.
- f. We do not cover loss from premises which are vacant for more than 30 days in a row just before the loss.
- g. We do not cover theft from a part of the **residence** usually occupied solely by an **Insured** while it is rented to others.
- h. We do not cover theft that occurs away from the **Insured premises** of:
 - 1) property while on the part of residential premises which an **Insured** owns, rents or occupies, except for the time while an **Insured** temporarily resides there. We do cover the property of an **Insured** who is a full time student while it is in the living quarters occupied by the student at school;
 - 2) property while unattended in or on any **motor vehicle, recreational motor vehicle** or trailer, other than a public conveyance, unless the loss is a result of forcible entry into such vehicle or trailer while all doors, windows or other openings thereof are closed and locked and there are visible marks of the forcible entry. Property is not considered unattended while the **Insured** is required to surrender the keys of such vehicle or trailer to a bailee;
 - 3) property while unattended in or on private watercraft unless the loss is a direct result of forcible entry into a securely locked compartment and unless there are physical marks of the forcible entry;
 - 4) trailers and their equipment;
 - 5) campers or camper bodies; or
 - 6) watercraft and their furnishings, equipment and motors.

11. Falling objects

- a. We do not pay for loss to property inside a **residence**, unless the object has first damaged the walls or roof by impact.
- b. We do not pay for loss to the object which falls.

12. **Weight of Ice, Snow or Sleet** which damages a **residence** or the property inside.

- a. We do not pay for loss to outdoor equipment not permanently installed.
- b. We do not pay for loss to awnings or canopies and their supports.

- c. We do not pay for loss to gutters or downspouts.
- d. We do not pay for loss to swimming pools, retaining walls, fences, septic tanks, bulkheads, piers, docks, wharves, foundations, patios and paved areas.

13. **Collapse of a Residence or a Part of a Residence** (Collapse does not mean settling, cracking, shrinkage, bulging or expanding.) Unless the damage is directly caused by the collapse of a **residence** or a part of a **residence**.

- a. We do not pay for loss to awnings or canopies and their supports.
- b. We do not pay for loss to outdoor equipment not permanently installed.
- c. We do not pay for loss to swimming pools, retaining walls, bulkheads, fences, septic tanks, piers, docks, wharves, foundations, patios and paved areas.

We do not pay for loss by collapse that results from an excluded cause or event.

14. **Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging** of a heating, air-conditioning or fire protective sprinkler system, water heater or domestic appliance. We do not pay for loss caused by freezing.

15. **Accidental Discharge or Overflow of Liquids or Steam** from a plumbing, heating, air-conditioning or fire protective sprinkler system, or from a water heater or domestic appliance. (Gutters and downspouts are not part of a plumbing system).

- a. We do not pay for loss caused by continuous or repeated seepage or leakage.
- b. We do not pay for loss if the **residence** has been vacant for more than 30 days in a row just before the loss. A **residence** being built is not vacant.
- c. We do not pay for loss to the system, water heater or domestic appliance from which the liquid or steam escapes. (We do pay the cost to remove and replace only those parts of the **residence** needed to repair the system, water heater or domestic appliance.)
- d. We do not pay for loss caused by freezing.
- e. We do not pay for loss on the **Insured premises** caused by discharge or overflow which comes from off the **Insured premises**.

16. **Freezing** of a plumbing, heating, air-conditioning or fire protective sprinkler system, water heater or domestic appliance—We do not pay for loss on the **Insured premises** while the **residence** is vacant, unoccupied (including temporary absence) or is being built and is unoccupied. We do pay for such loss if an **Insured** has used reasonable care to:

- a. maintain heat in the **residence** or mobile home; or
- b. shut off the liquid supply and completely drain the system, water heater or domestic appliance.

17. **Sudden and Accidental Damage from Artificially Generated Electrical Currents**—We do not pay for loss to tubes, transistors and similar electronic components.

UNMANNED AERIAL VEHICLES EXCLUSION ENDORSEMENT FOR COVERAGE B – PERSONAL PROPERTY

This endorsement changes the coverage provided by the policy to which this endorsement is attached.

Under Coverage B – Personal Property, the following subparagraph is added under Paragraph 5 titled Personal Property Not Covered:

Unmanned aerial vehicles. An unmanned aerial vehicle means any powered device used or designed for flight in the air that does not carry a human operator. This includes but is not limited to an unmanned aircraft or drone.

All **terms** of the policy apply, except as amended by this endorsement.

DMFO-307
(Ed. 05-17)

VINYL SIDING COLOR FADING EXCLUSION ENDORSEMENT

This policy provides no coverage for color fading or any loss of original color appearance on vinyl siding on residence(s), building(s) and structure(s) insured in the policy to which this endorsement is attached.

All other terms, provisions, conditions, stipulations and agreements to such policy not in conflict herewith, apply.

COPY

DSFM-101A
(Ed. 6-09)

OPTIONAL APPRAISAL ENDORSEMENT

This endorsement changes the Appraisal provision in the policy to which this endorsement is attached.

Paragraph 13. Appraisal, of the Conditions Applicable to Property Coverages Only under the POLICY CONDITIONS portion of the policy is deleted and replaced with the following appraisal provision:

"13. Appraisal – If **we** and **you** do not agree on the amount of loss, then an appraisal of the loss may be made if both parties agree to the appraisal. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will not be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal."

DSFM-103
(Ed. 4-00)

FUNGUS, BACTERIA, MOLD AND OTHER HEALTH HAZARDS EXCLUSION ENDORSEMENT

This endorsement changes the coverages provided by the policy to which this endorsement is attached.

Under **EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES:**

Health Hazards - We do not pay for loss or damage, direct or indirect, caused by, allegedly attributed to or resulting from any FUNGUS, BACTERIA, MOLD, MILDEW, ALGAE, TOXINS, ASBESTOS, LEAD, POLLUTANTS, CONTAMINATION, CHEMICAL, HAZARDOUS MATERIAL, SMOG, CARBON MONOXIDE OR RADON GAS, including any by-products, roots, spores, fibers or scents of or from the same; nor do we pay for any loss, cost or expense to test for, monitor, assess, contain, abate, neutralize or dispose of the same, nor for any consequential repair or replacement.

DSFM-108
(Ed. 3-04)

Replacement Value Endorsement For Coverage B—Personal Property

We agree, subject to the terms of this endorsement and of the policy to which it is attached, to extend Coverage B—Personal Property to cover the **replacement value** of personal property covered under Coverage B—Personal Property.

1. **Definition—Replacement value** means the cost to repair the property or replace the property with new property of equivalent kind and quality to the extent practicable, without deduction for depreciation.
2. **Personal Property Not Covered for Replacement Value**
- This endorsement does not apply to the following property:
 - a. **business** property and farm property;
 - b. property not owned by an **insured**;
 - c. film, photographs, negatives, films, cassettes, magnetic recordings, or similar property;
 - d. antiques, fine arts, pictures, paintings, postage stamps, numismatic property and other similar articles of art, rarity or antiquity which by their nature cannot be duplicated;
 - e. memorabilia, souvenirs, collectors items and similar items whose age or history contribute to its value;
 - f. items that are outdated or obsolete and are stored or not being used;
 - g. items not maintained in good or workable condition;

or

h. property covered by any scheduled insurance.

3. **Our limit** - We pay the lesser, at the time of loss, of the following amounts in excess of the deductible or other limitation applying to the loss for each covered item:
 - a. the applicable **limit** applying to Coverage B—Personal Property;
 - b. an amount not greater than **your** interest in the property;
 - c. the **replacement value** of the property as defined in this endorsement; or
 - d. any special **limit** stated in the policy.

4. When the **replacement value** is more than twice the actual cash value of the damaged property, **we** are not liable for more than the actual cash value of the loss until actual repair or replacement is completed. **You** may make a claim for the actual cash value amount of the loss before repairs are made or replacement is completed. A claim for any additional amount payable under this provision must be made within 180 days after the loss.

This endorsement does not increase the Coverage B—Personal Property **limit**, and all other **terms** of the policy to which this endorsement is attached, not in conflict herewith, apply.

THEFT COVERAGE EXTENSION ENDORSEMENT

The following items 2) and 3) of Sub-paragraph h. of Section 10 Theft. of the Perils Section of the policy to which this Endorsement is attached are deleted:

2) Property while unattended in or on any **motor vehicle, recreational motor vehicle** or trailer, other than a public conveyance, unless the loss is a result of forcible entry into such vehicle or trailer while all doors, windows or other openings thereof are closed and locked and there are visible marks of forcible entry. Property is not considered unattended when the **insured** is required to surrender the keys of such vehicle or trailer to a bailee;

3) property while unattended or in or on private watercraft unless the loss is a direct result of forcible entry into a securely locked compartment and unless there are physical marks of forcible entry;

The deductible shown on the policy Declarations applies to the coverage afforded by this Endorsement.

All other **terms** of the policy to which this Endorsement is attached apply.

DMFO - 136A
(ED. 09-13)

LIMITED WHIRLPOOL, HOT TUB OR SPA EXCLUSION ENDORSEMENT

This endorsement changes the coverage provided by the policy to which this endorsement is attached

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Notwithstanding any **terms** in the policy to which this endorsement is attached, **we do not pay** for loss to a whirlpool, hot tub or spa, including filters, pipes, pumps and other related equipment, when caused by freezing, unless such hot tub is located within the **residence**, exclusive of the garage, whether attached to such **residence**, or unattached, located on the **insured premises**.

All other **terms** of the policy to which this endorsement is attached, not in conflict herewith, apply.

DMFO - 233
(Ed. 3-97)

De Smet Farm Mutual
Insurance Company
OF SOUTH DAKOTA

157964

P.O. Box 9 • De Smet, South Dakota 57231 • (605) 854-3337

FARMOWNERS/RANCHOWNERS
15-79-64

SHINGLE EXCLUSION ENDORSEMENT

We provide no coverage for direct physical loss caused by the perils of windstorm or hail to the shingles or other exterior roof covering on the roof(s) of the following building(s) and structure(s)_____

- 15. GARAGE 24X30 ASPHALT EXCLUDE
- 27. STORAGE SHED 12X14 ASPHALT EXCLUDE
- 28. STORAGE SHED 8X12 ASPHALT EXCLUDE

COPY

insured in the policy to which this endorsement is attached.

All other **terms** of the policy not in conflict herewith apply.

DMFO-164
(Ed. 7-91)



Secretary

Serving South Dakota 22. . from South Dakota

De Smet Farm Mutual
Insurance Company
OF SOUTH DAKOTA

157964

P.O. Box 9 • De Smet, South Dakota 57231 • (605) 854-3337

FARMOWNERS/RANCHOWNERS
15-79-64

REFRIGERATED FOOD SPOILAGE ENDORSEMENT

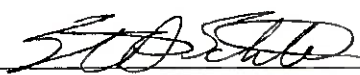
We pay up to \$ 500 for loss from spoilage of food in a freezer or refrigerated unit on the **insured premises**. The spoilage must be caused by change in temperature.

You must maintain the freezer or refrigerated unit in proper working condition and use all reasonable means to reduce loss under this coverage. No deductible applies to this coverage.

All other **terms** of the policy to which this Endorsement is attached apply.

DMFO-201B
(Ed. 4-18)

COPY



Secretary

Serving South Dakota 23. from South Dakota

Coverage D —Scheduled Farm Personal Property

Coverage F — Farm Barns, Buildings, Structures And Additional Farm Dwellings

DEFINITIONS

1. **Grain** means harvested grain, harvested corn, harvested beans, harvested seeds, ground feed, manufactured and compounded stock foods, in buildings, structures, sacks, wagons or trucks, and each of these items must be insured separately. This does not include grain under government loan or seal, unless same is insured as a separate item.
 2. **Hay in Barns** means hay, straw, silage and fodder while in buildings or structures, and each of these items must be insured separately.
 3. **Hay In Stacks** means hay, straw, silage and fodder while in the open, and each of these items must be insured separately.
 4. **Farm Implements, Machinery, Vehicles and Equipment** means farm implements, machinery, vehicles and equipment used in the operation of the farm. This does not include motor vehicles (other than wagons and trailers designed for farming purposes and used principally on farm premises) camper bodies, watercraft, outboard motors, aircraft, mobile homes, house trailers, and sawmill equipment, or their equipment, tires or parts.
 5. **Borrowed, Rented or Leased Farm Implements, Machinery, Vehicles and Equipment** means farm implements, machinery, vehicles and equipment which are used in the farming operation and in which you have no interest as owner or lienholder, but which are in your care, custody or control. This does not include motor vehicles (other than wagons and trailers designed for farming purposes and used principally on farm premises), camper bodies, watercraft, aircraft, and their equipment, tires and parts, or dealers' demonstration farm implements, machinery, vehicles and equipment. This insurance shall be excess insurance over any other valid and collectible insurance available to the owner of such borrowed farm implements, machinery, vehicles or equipment.
 6. **Livestock** means cattle, sheep, swine, goats, horses, mules, donkeys and hybrids thereof.
 7. **Farm Operations Records Expenses** means the expenses you incur to reproduce, replace or restore your farm operations records. Farm operations records shall include books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, discs, drum, cell and other recording or storage media for electronic data processing, including, but not limited to, records, wires, chips, discs or other software media) pertaining to the operation of the farm. But we do cover the cost of blank, unexposed records or software media pertaining to the operation of the farm.
 8. **Household Contents In Described Additional Farm Dwelling**, as scheduled on the Declarations means the Insured's household contents while in the described additional farm dwelling.
 9. **Additional Farm Dwellings** means farm dwellings, as scheduled on the Declarations, on the insured premises. This includes additions, fixtures and outdoor equipment used for servicing such dwellings. This excludes the residence covered under Coverage A - Residence.
 10. **Farm Barns, Buildings and Structures** means farm barns, buildings and structures as scheduled on the Declarations. This includes attached sheds and fixtures but excludes farm dwellings or silos attached to a farm barn, building or structure.
 11. **Tenant's Improvements and Betterments** means permanent fixtures, alterations, decoration and additions, made or acquired at your expense, which are a part of the described farm barn, building, structure or additional farm dwelling.
- The definition of **Insured premises** is modified when used in connection with this form.
1. **Insured Premises** also means:
 - a. the farm premises described on the Declarations;
 - b. other land you use for farming; and
 - c. new farm premises acquired or leased during the policy period.

PROPERTY COVERED

Coverage D - Scheduled Farm Personal Property

We cover the classes or items of farm personal property for which a limit is stated on the Declarations and only while on the **insured premises**. This coverage is subject to all policy terms that apply to property coverages unless amended by this form.

Coverage F - Farm Barns, Buildings, Structures and Additional Farm Dwellings

We cover the items of farm real property located on the **Insured premises** and for which a **limit** is stated on the Declarations. This coverage is subject to all policy terms that apply to property coverages unless amended by this form.

INCIDENTAL PROPERTY COVERAGES

This form provides the following Incidental Property Coverages. These incidental coverages are subject to all the terms of Coverages D or F. These incidental coverages do not increase the **limit** stated on the Declarations for Coverage D items of farm personal property or Coverage F items of farm real property.

1. **Grain in the Open and Hay in Stacks**- Grain in stacks, shocks, swaths or piles in the open on the **Insured premises** and **Hay in Stacks on the Insured premises** are covered only for loss by fire.
2. **Away from the Premises** -
 - a. **Grain, Hay in Barns and Hay in Stacks** - You may apply up to ten percent of the limit for grain, hay in barns and hay in stacks to cover these items while within 100 miles of the **Insured premises**. This does not cover grain, hay in barns and hay in stacks while:
 - 1) being stored or processed in manufacturing plants, public elevators, warehouses, seed houses or drying plants;
 - 2) in transit by common carrier; or
 - 3) in public sales barns and public sales yards.
 - b. **Farm Implements, Machinery, Vehicles and Equipment** - Farm implements, machinery, vehicles, equipment and tools, not otherwise excluded, are covered while they are temporarily off, but within 100 miles of, the **Insured premises**.
 - c. **Livestock** - Livestock is covered while temporarily removed from the **Insured premises**. This does not cover livestock in transit by common carrier, or in locker plants, packing plants, public stock yards, public sales barns and public sales yards.
3. **Materials and Supplies** - The **limit** that applies to a building or other structure includes all materials and supplies intended to be used in the construction, alteration or repair of such building or structure. These items must be on or adjacent to the **Insured premises**.
4. **Subsequently Acquired Machinery** - The following insurance shall be excess over any other valid and collectible insurance available to the **insured**.
 - a. **Farm Implements, Machinery, Vehicles and Equipment** - We cover newly acquired farm implements, machinery, vehicles and equipment which are not replacement items. Our **limit** on all such items is not more than \$25,000. This coverage applies for 30 days from the date of acquisition or

until the expiration date of this policy, if it occurs first. This coverage will end 30 days from the date of acquisition unless the **Insured** reports the acquisition to us. The **Insured** must give us a full description of the new farm implement, machinery, vehicle or equipment and pay the additional premium required from the date of acquisition.

- b. **Specifically Insured Farm Implements, Machinery, Vehicles and Equipment** - We cover items acquired as replacements of specifically insured farm implements, machinery, vehicles and equipment. Our **limit** is the smaller of the **limit** specified for the replaced item plus \$25,000, or the actual cash value. The additional \$25,000 limit applies for 30 days from the date of acquisition or until the expiration date of this policy, if it occurs first. Within 30 days of acquisition, the **Insured** must report the acquisition to us. The **Insured** must give us a full description of the new farm implement, machinery, vehicle or equipment and pay the additional premium required from the date of acquisition. If this is not done, the **limit** for the replaced item applies.

5. Emergency Removal -

- a. We pay for the loss to covered property while removed from the **Insured premises** for preservation from damage from perils insured against. Such property is covered against loss from perils insured against for 30 days. This coverage does not extend past the expiration date of the policy.
- b. We pay up to \$100 towing charge to move a covered mobile home endangered by a peril insured against.

6. Debris Removal - The **limit** for each item shown on the Declarations includes the cost for the removal of debris following an insured loss.

7. Fire Department Service Charge - We pay up to \$250.00 for charges you must pay when a fire department is called to save or protect covered property from a peril insured against. No deductible applies to this coverage.

PROPERTY NOT COVERED

This form does not cover loss to:

1. Property covered under Coverage A - Residence or Coverage B - Personal Property, or the Incidental Property Coverages pertaining to these coverages.
2. Outdoor antennas, including TV antennas and satellite TV antenna-reflectors, their lead-in wiring, accessories, masts, towers and private power and light poles unless specifically insured.
3. Trees, plants, shrubs, lawns and growing crops.
4. Devices, accessories, or antennas designed for reproducing, receiving, detecting, transmitting, recording or playing back data, sound or picture while in or on a

motorized vehicle, watercraft or farm equipment, other than a tractor, combine or swather.

5. Film, tape, wire, record or other media for use with any device designed for reproducing, receiving, transmitting, recording or playing back of data, sound or picture while in or on a **motorized vehicle, watercraft or farm equipment other than a tractor, combine or swather.**
6. Fences, Driveways and Sidewalks.
7. Submersible pumps, unless specifically insured.
8. **Motor Vehicles, camper bodies, watercraft, outboard motors, aircraft, house trailers, or their equipment, tires and parts.**

FARM PERILS SECTION

This policy insures against direct physical loss to property covered under Coverage D - Scheduled Farm Personal Property and Coverage F - Farm Barns, Buildings, Structures and Additional Farm Dwellings caused by the following perils:

1. **Fire or Lightning.** This does not cover loss:
 - a. caused by or resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such fire;
 - b. to livestock from smothering, suffocation, or asphyxiation caused by or resulting from power, heating or cooling failure unless such failure is the direct result of physical damage to power, heating or cooling equipment situated on the **Insured premises** caused by actual physical contact of fire or lightning with such equipment.
2. **Windstorm or Hail.** This does not cover loss:
 - a. caused directly or indirectly by frost, cold weather, ice (other than hail), snow or sleet, all whether wind-driven or not;
 - b. to the interior of a building, or to the property inside, caused by dust, rain, sand, sleet, snow or water, all whether wind-driven or not. Loss caused by dust, rain, sand, sleet, snow or water is covered if these elements enter through an opening in roof or walls resulting from damage caused by the direct force of wind or hail;
 - c. to **livestock** caused by or resulting from:
 - 1) running into streams or ditches or against fences or other objects;
 - 2) smothering, suffocation, or asphyxiation;
 - 3) fright; or
 - 4) freezing in blizzards or snowstorms;
 - d. to hay, straw, silage and fodder while outside of buildings;
 - e. to grain in stacks, shocks, swaths or piles;
 - f. to the following property:
 - 1) awnings or canopies, including their supports;

- 2) fences;
- 3) seawalls, property line walls, retaining walls and similar walls;
- 4) greenhouses, hothouses, slat houses, trellises, pergolas, cabanas and outdoor equipment used for servicing the premises;
- 5) wharves, docks, piers, boathouses, bulkheads or other structures located over or partially over water and the property therein or thereon; or
- 6) watercraft, including their trailers, furnishings, equipment and outboard motors while such property is outside a fully enclosed building.

3. **Explosion.** This does not cover loss caused by:

- a. explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the **Insured**;
- b. shock waves caused by aircraft, known as "sonic boom";
- c. electric arcing;
- d. rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
- e. water hammer;
- f. rupture or bursting of water pipes;
- g. rupture, bursting or operation of pressure relief devices; or
- h. rupture or bursting due to swelling of the contents of any building or structure, caused by water.

4. **Riot or Civil Commotion.**

5. **Aircraft.** This means only direct loss from actual physical contact of an aircraft or objects falling from an aircraft with covered property.

6. **Vehicles.** This means direct loss from actual physical contact of a vehicle with covered property. This does not cover loss caused by vehicles owned or operated by an **Insured**, employee of an **Insured**, or occupant of the **Insured premises**. We do not pay for loss to fences, driveways or walks.

7. **Smoke.** This means only direct loss from smoke due to sudden, unusual and faulty operations of any heating or cooking unit on the **Insured premises**. This does not cover loss caused by smoke from fireplaces, agricultural smudging operations, or industrial operations.

8. **Vandalism and Malicious Mischief.** This does not cover loss if the **Insured premises** are vacant for 30 consecutive days immediately before the loss.

9. **Theft.** This means any act of stealing or attempt to steal. This does not cover loss:

- a. committed by an **Insured**;
- b. disclosed on taking inventory;
- c. by conversion or embezzlement;
- d. by escape or mysterious disappearance;
- e. from premises which are vacant for more than 30 consecutive days immediately before the loss;

- f. due to acceptance of forged or counterfeit checks, or checks or other negotiable instruments not paid upon presentation; or
 - g. due to forgery, swindling, false pretenses, trick, deception, threat, fraud, including farm products fraud, or misrepresentation.
10. **Collision.** This means direct loss to covered farm personal property, caused by:
- a. collision of farm implements or machinery with another object; or
 - b. upset or overturn of farm implements or machinery but not while being transported by common carrier or a machinery dealer or being loaded or unloaded by such common carrier or machinery dealer.

Collision does not cover loss or damage:

- a. caused by the impact of farm implements or machinery with the ground, or hole therein, or with the roadbed, or hole therein, or with a rock or rocks in or upon the ground or roadbed;
 - b. caused by the impact of farm implements or machinery with an object below the surface of the ground;
 - c. due to intake of foreign objects into harvesting equipment;
 - d. caused by falling objects; or
 - e. caused by collapse of a building, or any part thereof.
11. **Glass Coverage.** This means breakage of glass constituting a part of the cab of covered farm implements or machinery.
12. **Electrocution, Drowning, Attack by Animals and Accidental Shooting of Livestock.** When this policy covers livestock, it shall include loss of said livestock by electrocution, drowning, attack by dogs and wild animals, except loss caused by dogs belonging to the insured, his employees or tenants, and loss of said livestock by accidental shooting, except by the insured, his employees or tenants.

HOW MUCH WE PAY FOR LOSS OR CLAIM

"How Much We Pay For Loss or Claim" in the General Policy Terms is deleted and replaced by the following:

1. Losses are settled on the basis of actual cash value including deduction for depreciation, however caused.
2. **Our Limit of Liability -**
 - a. **Farm Property -** For loss to farm property, we pay the lesser of the following amounts:
 - 1) the applicable limit;
 - 2) the amount of your interest in the property;
 - 3) the cost of repairing or replacing the property with materials of equivalent kind and quality to the extent practicable;
 - 4) the amount computed after applying the deductibles or other limitation applicable to the loss;

- 5) the amount computed by the application of any pro rata clause;
- 6) the amount in excess of the amount recoverable by the insured as a result of any coverage or indemnity under a Warranty or Guarantee by any manufacturer, dealer or contractor which applies to such loss.
- 7) any special limit applying to the property;
- 8) the actual cash value of the property at the time of loss; or
- 9) (applies to mobile homes only at your option) the amount equal to the difference between the actual cash value of the property immediately before the loss and its actual cash value immediately after the loss.

b. **Pro Rata Distribution Clause - Coverage D - Our limit** for items separately designated under **Grain, Hay in Barns, and Hay in Stacks** shown on the Declarations shall be calculated separately for each of these items. **Our limit** is the proportion of the amount of insurance for the item that the value of the property covered under the item bears to the total value of the property covered under the item at all locations at the time of loss.

c. **Special Limits of Liability -**

- 1) **Livestock -** we pay no more than the smallest of the following per head of livestock:
 - a. 100 percent of the amount obtained by dividing the total insurance on each class of livestock insured by the number of head in the class owned by the insured at the time of loss.
 - b. the actual cash value of the animal destroyed or damaged.
- 2) **Portable Buildings and Structures -** We pay no more than the proportion of the limit for portable buildings or structures as the value of each is to the aggregate value of all such portable buildings or structures owned by the insured at the time of loss.
- 3) **Metal Covered Buildings -** Our limit for appearance loss caused by hail to the exterior metal of a metal covered building is 25 per cent of the replacement cost of such metal covering.

3. **Deductibles -**

- a. The deductible applies to all coverages provided by this form except **Fire Department Service Charge and Emergency Removal**. The deductible applies to all perils insured against unless otherwise stated on the Declarations or endorsement.
- b. **We pay only that part of the loss over the deductible stated on the Declarations or endorsement. The deductible applies per occurrence.**

4. **Insurance Under More Than One Coverage -** If more than one coverage of this policy applies to a loss, we pay no more than the actual loss.

5. **Insurance Under More Than One Policy -** This insurance is excess over other valid and collectible insurance that applies to the loss or claim.

WEIGHT OF ICE, SNOW OR SLEET COVERAGE ENDORSEMENT

Subject to the **terms** of this Endorsement and of the policy to which it is attached, this policy is extended to cover direct physical loss caused by the weight of ice, snow or sleet to building(s) and structure(s) insured under Coverage F - Farm Barns, Buildings, Structures and Additional Farm Dwellings of this policy and to personal property insured under Coverage D - Scheduled Farm Personal Property or Coverage E - Unscheduled Farm Personal Property (Blanket), or both, of this policy, located in a building or structure if the weight of ice, snow or sleet first causes direct physical damage to such building or structure in which such personal property is located. This endorsement shall not extend to nor cover irrigation equipment, including component parts and apparatus associated with irrigation.

COPY

This Endorsement does not increase the coverage limits stated in the Declarations of the policy to which it is attached, and all other **terms** of the policy not in conflict herewith, apply.

DMFO-231 B
(Ed. 1-08)

VEHICLE DAMAGE TO BUILDINGS/STRUCTURES COVERAGE ENDORSEMENT

This endorsement changes the coverage provided by the policy to which this endorsement is attached.

For no additional premium, subject to the terms of this Endorsement and of the policy to which it is attached, this policy is extended to cover direct physical loss from actual physical contact of a vehicle or motor vehicle owned or operated by an insured, employee of an insured, or occupant of the insured premises with covered property under Coverage F - Farm Barns, Buildings, Structures and Additional Farm Dwellings.

COPY

All other terms of the policy to which this endorsement is attached, not in conflict herewith, apply.

DMFO-237
(Ed 3-02)

Coverage E — Unscheduled Farm Personal Property (Blanket)

DEFINITIONS

1. **Livestock** means cattle, sheep, swine, goats, horses, mules, donkeys and hybrids thereof.

The definition of **insured premises** is modified when used in connection with this form.

2. **Insured Premises** also means:

- a. the farm premises described on the Declarations;
- b. other land **you** use for farming; and
- c. new farm premises acquired or leased during the policy period.

PROPERTY COVERED

This policy covers the **insured's** farm personal property usual and incidental to the operation of the farm while on the **insured premises**. This coverage is subject to all policy **terms** that apply to property coverages unless amended by this form.

INCIDENTAL PROPERTY COVERAGES

This form provides the following Incidental Property Coverages. These incidental coverages are subject to all the **terms** of Coverage E. These incidental coverages do not increase the limit stated on the Declaration for Coverage E items of farm personal property.

1. **We** cover the following property while away from the **insured premises**:
 - a. livestock, except while in transit by common carrier, or while in locker plants, packing plants, public stock yards, public sales barns and public sales yards.
 - b. farm implements, machinery, vehicles, equipment and tools, not otherwise excluded, while within 100 miles of the **insured premises**; and
 - c. grain, threshed seeds, threshed beans, hay, straw, fodder, silage, herbicides, pesticides, and fertilizer, ground feed and manufactured and compounded stock foods, except while stored or being processed in public elevators or warehouses, seed houses, drying plants or manufacturing plants.
2. **You** may apply up to 10% of the Coverage E—Unscheduled Farm Personal Property (Blanket) Limit (but not as an additional amount of insurance) to cover grain in stacks, shocks or swaths, only for loss caused by fire.
3. **We** cover hay, straw, silage and fodder in stacks, windrows, bales, piles and silo bags while outside of buildings only for loss caused by fire.

4. **Emergency Removal.** We pay for loss to covered property that is moved from the **insured premises** to prevent a loss from perils insured against. The property is covered for direct physical loss not excluded, for up to 30 days. This coverage does not extend past the date on which this policy expires.

5. **Debris Removal.** We pay to remove the debris of covered property following an insured loss.

This coverage does not include costs to:

- a. extract **pollutants** from land or water; or
- b. remove, restore or replace **polluted** land or water.

6. **Fire Department Service Charge.** We pay up to \$250.00 for charges **you** must pay when a fire department is called to save or protect covered property from a peril insured against. No deductible applies to this coverage.

PROPERTY NOT COVERED

This form does not cover loss to:

1. The following property:

2. Property covered under Coverage B or the Incidental Property Coverages pertaining to that coverage;
3. Property specifically insured;
4. Tobacco, cotton, vegetables, root crops, bulbs and fruit;
5. Contents of potato, onion, bulb or fruit cleaning, grading, sorting, packing or storage buildings;
6. Race horses, show horses and show ponies;
7. Contents of chicken fryer or broiler houses, laying houses, poultry brooder houses, duck or turkey houses including fowl therein;
8. Fences, windmills, windchargers and their towers;
9. **Motor vehicles**, camper bodies, watercraft, outboard motors, aircraft, mobile homes, house trailers, and sawmill equipment, or their equipment, tires and parts;
10. Furs, animal pelts and animals other than **livestock**;
11. Bulk milk tanks, bulk feed tanks, barn cleaners, pasteurizers, boilers and any permanent fixtures attached to or within the building;

12. Crops in the open, standing or otherwise, except as provided by this form under Incidental Property Coverages;
13. Trees, plants, shrubs, lawns and growing crops;
14. Portable buildings, portable structures, and silo bags;
15. Irrigation equipment, including pumps, wells and transmission lines;
16. Farm operations records, books of account, electronic processing tapes, records, wires, chips, discs or other software media containing business data;
17. Devices, accessories, or antennas designed for reproducing, receiving, detecting, transmitting, recording or playing back data, sound or picture while in or on a **motor vehicle, motorized vehicle, recreational motor vehicle, watercraft or farm equipment, other than a tractor, combine or swather;**
18. Film, tape, wire, record or other media for use with any device designed for reproducing, receiving, transmitting, recording or playing back of data, sound or picture while in or on a **motor vehicle, motorized vehicle, recreational motor vehicle, watercraft or farm equipment, other than a tractor, combine or swather;**
19. Outdoor antennas, including TV antennas and satellite TV antenna-reflectors, their lead-in wiring, accessories, masts and towers unless specifically insured;
20. Submersible pumps;
21. Borrowed farm implements, machinery, vehicles and tools;
22. Poultry;
23. Water wells.

FARM PERILS SECTION

This policy insures against direct physical loss to property covered under Coverage E—Unscheduled Farm Personal Property (Blanket) caused by the following perils:

1. Fire or Lightning. This does not cover loss:

- a. caused by or resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, unless fire ensues and then only for the loss caused by such fire;
- b. to livestock from smothering, suffocation or asphyxiation caused by or resulting from power, heating or cooling failure unless such failure is the direct result of physical damage to power, heating or cooling equipment situated on the **insured premises** caused

by actual physical contact of fire or lightning with such equipment.

2. Windstorm or Hail. This does not cover loss:

- a. caused directly or indirectly by frost, cold weather, ice (other than hail), snow or sleet, all whether wind-driven or not;
- b. to the interior of a building, or to the property inside, caused by dust, rain, sand, sleet, snow or water, all whether wind-driven or not. Loss caused by dust, rain, sand, sleet, snow or water is covered if these elements enter through an opening in roof or walls resulting from damage caused by the direct force of wind or hail;
- c. to **livestock** caused by or resulting from:
 - 1) running into streams or ditches or against fences or other objects;
 - 2) smothering, suffocation or asphyxiation;
 - 3) fright; or
 - 4) freezing in blizzards or snowstorms;
- d. to hay, straw, silage and fodder while outside of buildings.

3. Explosion. This does not cover loss caused by:

- a. explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the **insured**;
- b. shock waves caused by aircraft, known as "sonic boom";
- c. electric arcing;
- d. rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
- e. water hammer;
- f. rupture or bursting of water pipes;
- g. rupture, bursting or operation of pressure relief devices; or
- h. rupture or bursting due to swelling of the contents of any building or structure, caused by water.

4. Riot or Civil Commotion.

5. **Aircraft.** This means only direct loss from actual physical contact of an aircraft or objects falling from an aircraft with covered property.

6. **Vehicles.** This means direct loss from actual physical contact of a vehicle with covered property. This does not cover loss caused by vehicles owned or operated by an **insured**, employee of an **insured**, or occupant of the **insured premises**. We do not pay for loss to fences, driveways or walks.

7. **Smoke.** This means only direct loss from smoke due to sudden, unusual and faulty operations of any heating or cooking unit on the **insured premises**. This does not cover loss caused by smoke from fireplaces, agricultural smudging operations, or industrial operations.

8. **Vandalism and Malicious Mischief.** This does not cover loss if the **insured premises** are vacant for 30 consecutive days immediately before the loss.

9. **Theft.** This means any act of stealing or attempt to steal. This does not cover loss:

- a. committed by an **insured**;
- b. disclosed on taking inventory;
- c. by conversion or embezzlement;
- d. by escape or mysterious disappearance;
- e. from premises which are vacant for more than 30 consecutive days immediately before the loss;
- f. due to acceptance of forged or counterfeit checks, or checks or other negotiable instruments not paid upon presentation; or
- g. due to forgery, swindling, false pretenses, trick, deception, threat, fraud, including farm products fraud, or misrepresentation.

10. **Collision.** This means direct loss to covered farm personal property, caused by:

- a. collision of farm implements or machinery with another object; or
- b. upset or overturn of farm implements or machinery, but not while being transported by common carrier or a machinery dealer or being loaded or unloaded by such common carrier or machinery dealer.

Collision does not cover loss or damage:

- a. caused by the impact of farm implements or machinery with the ground, or hole therein, or with the roadbed, or hole therein, or with a rock or rocks in or upon the ground or roadbed;
- b. caused by the impact of farm implements or machinery with an object below the surface of the ground;
- c. due to intake of foreign objects into harvesting equipment;
- d. caused by falling objects; or
- e. caused by collapse of a building, or any part thereof.

11. **Glass Coverage.** This means breakage of glass constituting a part of the cab of covered farm implements or machinery.

12. **Electrocution, Drowning, Attack by Animals and Accidental Shooting of Livestock.** When this policy covers livestock, it shall include loss of said livestock by electrocution, drowning, attack by dogs and wild animals, except loss caused by dogs belonging to the **insured**, his employees or tenants, and loss of said livestock by accidental shooting, except by the **insured**, his employees or tenants.

HOW MUCH WE PAY FOR LOSS OR CLAIM

"How Much We Pay For Loss or Claim" in the General Policy Terms is deleted and replaced by the following.

1. Losses are settled on the basis of actual cash value including deduction for depreciation, however caused.

2. Our Limit of Liability—

a. **Farm Property**—For loss to farm property, we pay the lesser of the following amounts:

- 1) the applicable limit;
- 2) the amount of **your** interest in the property;
- 3) the cost of repairing or replacing the property with materials of equivalent kind and quality to the extent practicable;
- 4) the amount computed after applying the deductibles or other limitation applicable to the loss;
- 5) the amount computed by application of any Coinsurance Clause;
- 6) the amount in excess of the amount recoverable by the **insured** as the result of any coverage or indemnity under a Warranty or Guarantee by any manufacturer, dealer or contractor which applies to such loss;
- 7) any special limit applying to the property; or
- 8) the actual cash value of the property at the time of loss.

b. **Coinsurance Clause**—We pay no more than that proportion of the loss to covered property that the Coverage E—Unscheduled Farm Personal Property (Blanket) limit bears to 90 percent of the actual cash value of the farm personal property at the time of loss. To establish the actual cash value of the farm personal property at the time of loss, at our request, **you** must furnish to **us** an accurate written inventory of the farm personal property at the time of loss.

The calculation of the actual cash value of the farm personal property at the time of loss shall not include the value of farm personal property acquired, not as replacement items, within the previous 30 days.

The value of **livestock** is limited to \$2,000 per head.

c. **Livestock**—Our limit does not exceed \$2,000 per head of **livestock**.

d. **Semen**—Our limit does not exceed \$1,000 on semen.

3. Deductibles—

a. The deductible applies to all coverages provided by this form except **Emergency Removal** and **Fire Department Service Charge**.

The deductible applies to all perils insured against unless otherwise stated on the Declarations or endorsement.

b. **We** pay only that part of the loss over the deductible stated on the Declarations or endorsement. The

deductible applies per **occurrence**.

4. Insurance Under More Than One Coverage—If more than one coverage of this policy applies to a loss, we pay no more than the actual loss.

5. Insurance Under More Than One Policy—This insurance is excess over other valid and collectible insurance that applies to the loss or claim.

COPY

UNMANNED AERIAL VEHICLES EXCLUSION ENDORSEMENT FOR COVERAGE E – UNSCHEDULED FARM PERSONAL PROPERTY

This endorsement changes the coverage provided by the policy to which this endorsement is attached.

Under PROPERTY NOT COVERED of Coverage E – Unscheduled Farm Personal Property, Paragraph 9 is deleted and replaced by the following:

9. **Motor vehicles**, camper bodies, watercraft, outboard motors, aircraft, unmanned aerial vehicles, mobile homes, house trailers, and sawmill equipment, or their equipment, tires and parts. An unmanned aerial vehicle means any powered device used or designed for flight in the air that does not carry a human operator. This includes but is not limited to an unmanned aircraft or drone.

All **terms** of the policy apply, except as amended by this endorsement.

COPY

DMFO-309
(Ed. 05-17)

FARM IMPLEMENTS OR MACHINERY COLLISION ENDORSEMENT

This endorsement changes the coverage provided by the policy to which this endorsement is attached.

With respect to the coverage provided by this endorsement, if Coverage D – Scheduled Farm Personal Property or Coverage E – Unscheduled Farm Personal Property (Blanket), or both, have a limit stated in the Declarations; paragraph 10 of the **FARM PERILS SECTION** of such coverage(s) is deleted and replaced by the following:

10. **Collision.** This means direct loss to covered farm personal property, caused by:
- a. collision of farm implements or machinery with another object;
 - b. upset or overturn of farm implements or machinery but not while being transported by common carrier or a machinery dealer or being loaded or unloaded by such common carrier or machinery dealer;
 - c. impact of farm implements or machinery with the ground, or hole therein, or with the roadbed, or hole therein, or with a rock or rocks upon or protruding above the ground or roadbed.

Collision does not cover loss or damage:

COPY

- a. caused by the impact of farm implements or machinery with an object below the surface of the ground;
- b. to farm implements or machinery designed to till, scrape, ridge, cultivate, plow, dig, tile, or trench the surface of the earth while that farm implement or machinery is tilling, scraping, ridging, cultivating, plowing, digging, tiling, or trenching the surface of the earth;
- c. due to the farm implement or machinery becoming mired in or bogged down in the mud, soft ground, or other substance;
- d. due to the intake of foreign objects into farm implements or machinery;
- e. to tires, tubes, or tracks, unless the damage is coincidental with other damage to the farm implement or machinery; or
- f. caused by collapse of a building, or any part thereof.

This endorsement does not increase the coverage **limits** stated in the Declarations of the policy to which it is attached. All **terms** of the policy apply, except as amended by this endorsement.

**BULGING OF ROUND METAL GRAIN BIN ROOFS
COVERAGE ENDORSEMENT**

This endorsement changes the coverage provided by the policy to which this endorsement is attached.

Subject to the **terms** of this endorsement and of the policy to which it is attached, this policy is extended to cover direct physical loss caused by air pressure created by aeration fans to the roofs of round metal grain bins insured under Coverage F – Farm Barns, Buildings, Structures and Additional Dwellings.

This Endorsement does not increase the coverage limits stated in the Declarations of the policy to which it is attached, and all other **terms** of the policy not in conflict herewith, apply.

COPY

DMFO- 310
(Ed. 04-18)

De Smet Farm Mutual
Insurance Company
OF SOUTH DAKOTA

157964

P.O. Box 9 • De Smet, South Dakota 57231 • (605) 854-3337

FARMOWNERS/RANCHOWNERS
15-79-64

SPECIFIED ADDITIONAL AMOUNT OF INSURANCE
COVERAGE A

Schedule

Additional Amount of Insurance: 20 %

This policy is amended to include the following **terms**. All other **terms** of the policy apply, except as amended by this endorsement.

1. The Additional Amount of Insurance provided by this endorsement applies only to the **residence** covered under Coverage A and only when:
 - a. loss to that **residence** exceeds the Coverage A **limit** shown on the declarations;
 - b. **you** have:
 - 1) notified **us** within 30 days of completion of any additions or alterations to or remodeling of the **residence** covered under Coverage A that increase its replacement cost by 5% or more; and
 - 2) permitted **us** to adjust the Coverage A **limit** and the premium to reflect:
 - a) any property evaluations made by **us**; and
 - b) any increase in construction costs due to inflation; and
 - c. after a loss, **you** elect to repair or replace the damaged **residence** at the same or substantially same location on the **insured premises**.
2. Subject to the **terms** stated in 1. above, if there is a covered loss to the **residence** covered under Coverage A that exceeds the Coverage A **limit** shown on the declarations, with respect only to that loss, HOW MUCH WE PAY FOR LOSS OR CLAIM, Loss Settlement is amended as follows:
 - a. Paragraph numbers 1) and 2) under Replacement Cost Terms are deleted and replaced by the following:

Our Limit - We pay the lesser of:

 - 1) the Coverage A **limit** shown on the declarations plus the Additional Amount of Insurance shown in the Schedule above; or
 - 2) the amount actually and necessarily spent to repair or replace the damaged **residence** using materials of like kind and quality, to the extent practicable; or
 - 3) the cost to repair or replace the damage using materials of like kind and quality, to the extent practicable;

regardless of the number of **insureds** with an interest in the property.

However, no **insured** will be paid an amount that exceeds his or her interest in the property at the time of loss.

To determine the dollar amount of the Additional Amount of Insurance, multiply the Coverage A **limit** shown on the declarations by the Additional Amount of Insurance percentage shown in the Schedule above.

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DSFM-407
(Ed. 12-20)

 Secretary

Serving South Dakota 37. from South Dakota

Farm Liability Coverage Section

AMENDMENT OF GENERAL POLICY TERMS

1. The following definitions are added:
 - a. **Farming** means the ownership, maintenance or use of premises for the production of crops or the raising or care of livestock, including all necessary operations. **Farming** also includes the operations of roadside stands and **farm** markets maintained principally for the sale of the **insured's** own **farm** products.
 - b. **Farm employee** means an employee of an **insured** whose duties are in connection with the **farming** operations of the **insured**.
2. When used in connection with the Farm Liability Coverage Section, the definitions of **insured**, **insured premises** and **business** are modified as follows:
 - a. **Insured premises** also means the **farm premises** described on the Declarations, other land **you** use for **farming** purposes and new **farm** premises acquired during the policy period.
 - b. **Business** does not include **farming**.
 - c. A person while performing duties as an employee of an **insured** is an **insured** with respect to **farm** implements and other vehicles covered under this policy.
3. **Coverage B - Personal Property** does not apply to **farm** personal property.

PRINCIPAL COVERAGES - LIABILITY AND MEDICAL PAYMENTS TO OTHERS

Coverage L - Personal Liability - We pay, up to our limit, all sums for which an **insured** is liable by law because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies. We will defend a suit seeking damages if that suit resulted from **bodily injury** or **property damage** not excluded under this coverage. We may make investigations and settle claims or suits that we decide are appropriate. We do not have to provide a defense after we have paid an amount equal to our limit as a result of a judgment or written settlement.

Coverage M - Medical Payments to Others - We pay, up to our limit, the necessary **medical expenses** if they are incurred or medically determined within three years from the date of an accident causing **bodily injury** covered by this policy. Medical expenses means the reasonable charges for necessary medical, surgical, X-ray, dental, ambulance, hospital, professional nursing, funeral services, prosthetic devices and eyeglasses, including contact lenses. This applies only to:

1. a person on the **insured premises** with the permission of an **insured**; and

2. a person away from the **insured premises** if the **bodily injury**:

- a. is a result of a condition on an **insured premises**;
- b. is caused by an activity of an **insured**;
- c. is caused by a person in the course of performing duties as a **domestic employee** of an **insured**;
- d. is caused by an animal owned by or in the care of an **insured**; or
- e. if sustained by a **domestic employee** and arises out of and in the course of employment of an **insured**.

INCIDENTAL LIABILITY AND MEDICAL PAYMENTS TO OTHERS COVERAGES

These coverages are subject to all the **terms** of Coverages L - Personal Liability and M - Medical Payments to Others. Except for Claims and Defense Costs and First Aid Expense, they do not increase the **limit** stated for the Principal Coverages.

1. **Damage to Property of Others** - Regardless of an **insured's** legal liability, we pay for property of others damaged by an **insured**, or we repair or replace the property, to the extent practicable, with property of like kind and quality. Our limit for this coverage is \$250 per **occurrence**.

The exclusions that apply to Coverages L and M do not apply to this coverage. However, we do not pay for damage to property:

- a. owned by, rented to or leased to an **insured**, another resident of **your** household, or the tenant of an **insured**;
- b. caused intentionally by an **insured** who has attained the age of 13;
- c. covered under this policy under Property Coverages; or
- d. resulting in whole or in part from:
 - 1) activities related to a **business** of an **insured**;
 - 2) premises owned, rented, or controlled by an **insured**, other than an **insured premises**; or
 - 3) the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of **motor vehicles**, **motorized vehicles**, **recreational motor vehicles**, farm machinery, farm implements, farm equipment, aircraft or watercraft.

2. **Contracts and Agreements** - We pay for damages for **bodily injury** or **property damage** resulting from liability assumed by an **insured** under a written contract made before the loss. The loss causing the **bodily injury** or **property damage** must have occurred during

the policy period. This coverage does not extend to a written or oral contract or warranty of **farm goods** or **farm products** by an **insured**, and does not apply to a written or oral contract or warranty in connection with the **business** activities of an **insured**.

3. Claims and Defense Costs - If we defend a suit, we pay;

- a. the costs taxed to an **insured**;
- b. the costs incurred by us;
- c. the actual loss of earnings by an **insured** for time spent away from work at our request (We pay up to \$50 per day.);
- d. the necessary costs incurred by you at our request;
- e. the interest which accrues after the entry of a judgment but ending when we tender or pay up to our limit;
- f. the premiums on appeal bonds or bonds for the release of attachments up to our limit (We are not required to apply for or furnish bonds.);
- g. the premiums up to \$500 per bail bond required of an **insured** because of an accident or a traffic law violation arising out of the use of a vehicle to which this policy applies (We are not required to pay for or furnish bonds.); and
- h. prejudgment interest awarded against an **insured** on that part of the judgment we pay.

4. First Aid Expense - We pay the expenses incurred by an **insured** for first aid to persons, other than **insureds**, for **bodily injury** covered by this policy.

5. Motorized Vehicles - We pay for the **bodily injury** or the **property damage** which:

a. occurs on the **insured premises** and is a result of the ownership, maintenance, use, loading or unloading of:

- 1) a **motorized vehicle** if it is not subject to **motor vehicle** registration because of its type or use; or
- 2) a **recreational motor vehicle**;

b. results from:

- 1) a **motorized golf cart** while used for golfing purposes on a golf course;
- 2) a utility, boat, camp or mobile home trailer, except when the trailer is carried on, is towed by or is attached to a **motor vehicle** or a **recreational motor vehicle**; or
- 3) a **motorized vehicle** which is designed only for use off public roads and which is used mainly to service the **insured premises**, and is not subject to **motor vehicle** registration.

c. results from **insured's** use of a **recreational motor vehicle** which is not owned by an **insured**.

6. Watercraft -

a. We pay for the **bodily injury** or the **property damage** which results from the maintenance, use, loading or unloading of:

- 1) a watercraft while it is on the **insured premises**;
- 2) a watercraft which is not owned by or rented to an **insured** if the loss is a result of the activities of an **insured**;
- 3) a watercraft which is owned by or is rented to an **insured** and which is powered by inboard or inboard/outboard motors which total 50 horsepower or less (not to include any watercraft commonly known as jet skis or wet bikes);
- 4) a sailing vessel with or without auxiliary power which is owned by or is rented to an **insured** and is less than 26 feet in length; or
- 5) a watercraft which is powered by outboard motors which total 25 horsepower or less (not to include any watercraft commonly known as jet skis or wet bikes).
- 6) a watercraft which is rented to an **insured** and is any watercraft commonly known as jet skis or wet bikes.

b. We pay for the **bodily injury** or the **property damage** which results from the maintenance, use, loading or unloading of a watercraft that is powered by outboard motors which total more than 25 horsepower, if:

- 1) the motors are listed on the Declarations as insured for personal liability;
- 2) the motors are acquired by an **insured** during the policy period and a request for coverage is made within 45 days after they are acquired; or
- 3) the motors are not owned by an **insured**.

7. Business - We pay for the **bodily injury** or the **property damage** which results from:

- a. the rental of that part of the **insured premises** that is usually occupied by you, as a **residence**;
- b. the rental of other parts of the **insured premises** for use as a **residence** (No family unit may include more than two roomers or boarders.); or
- c. the rental of a part of the **insured premises** for use as a school, studio, office or private garage, only in the event such rental is first reported to us by an **insured** and an endorsement is issued by us and attached to this policy providing **bodily injury** or the **property damage** coverage for such rental.

EXCLUSIONS THAT APPLY TO COVERAGE L - PERSONAL LIABILITY AND TO COVERAGE M - MEDICAL PAYMENTS TO OTHERS

This policy does not apply to **bodily injury** or **property damage** which results directly or indirectly from:

1. war (This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure or use of property for a military purpose. It includes any consequence of any of these. Discharge of a nuclear weapon is deemed a warlike act even if accidental.);
2. the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of an aircraft, except for **bodily injury** to a person while performing duties as a **domestic employee** (This exclusion does not apply to model airplanes.);
3. the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of a **motor vehicle** owned or operated by or rented or loaned to an **insured**;
4. the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading or unloading of **motorized vehicles** or watercraft owned or operated by or rented or loaned to an **insured**. We do pay:
 - a. for **bodily injury** to a person in the course of performing duties as a **domestic employee**; or
 - b. if coverage is provided for by an Incidental Motorized Vehicle or Watercraft Coverage;
5. the use of a **motorized vehicle** in, or in the practice or the preparation for, racing, speed, pulling, or pushing, demolition or stunt activities or contests;
6. liability imposed by law on an **insured** for the use of a **motorized vehicle**, aircraft or watercraft, except if coverage is provided for by an Incidental Motorized Vehicle or Watercraft Coverage;
7. the rendering of or the failing to render a professional service;
8. activities related to the **business** of an **insured**, except as provided for by an Incidental Business Coverage;
9. premises that are owned, rented or controlled by an **insured** and that are not the **insured premises**. We do pay for **bodily injury** to a person in the course of performing duties as a **domestic employee**;
10. an intentional act of an **insured** or an act done at the direction of an **insured**;
11. custom farming, meaning farming undertaken for others under an oral or written contract, in the event the gross amount of money charged by an **insured** for custom farming operations exceeds \$2000 during any annual policy period;
12. the ownership, operation, maintenance, use, loading or unloading of any implement, machinery, vehicle, equipment, device, instrument or apparatus for the moving of hay stacks, straw stacks, fodder stacks, baled hay or baled straw other than the moving, by the **insured**, of hay stacks, straw stacks, fodder stacks, baled hay or baled straw owned by the **insured**.
13. an **occurrence** for which an **insured** is also an **insured** under a nuclear energy liability policy or would be an **insured** but for the exhaustion of its **limits** (A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or their successors.);
14. the transmission of a communicable disease by an **insured**;
15. the actual, alleged or threatened molestation, including, but not limited to sexual molestation of a person by an **insured**, relative of an **insured**, volunteer performing services for an **Insured**, or an occupant of the **insured premises**;
16. any act or omission of an **insured** as an officer or director of any corporation, association or other organization, except the acts of an **insured** as an unpaid volunteer director, officer or trustee of a charitable, religious or civic non-profit corporation, association or other organization. An elected public official shall not be considered an unpaid volunteer director, officer or trustee;
17. personal acts of an **insured** on or off the **insured premises**, unless the **insured** is residing on the **insured premises** described on the Declarations;
18. services, including, but not limited to home day care services, regularly provided by an **insured** for the care of others, and for which services an **insured** is compensated. A mutual exchange of like services is not considered compensation. However, this exclusion does not apply to **bodily injury** or **property damage** that arises from such services if an endorsement is first issued by us and attached to this policy providing **bodily injury** or **property damage** coverage for such services;
19. the discharge, dispersal, release or the escape of **pollutants** into or upon land, water or air. However, this exclusion does not apply to **bodily injury** or **property damage** that arises from the heat, smoke or fumes of a hostile fire on the **insured premises**. Hostile fire is a fire that becomes uncontrollable or breaks out from where it was intended to be;
20. **bodily injury** to a **farm employee** of an **insured** if it occurs in the course of employment; or the consequential injury to a spouse, child, parent, brother or sister of such insured employee.

This exclusion applies whether the **insured** is liable either as an employer or in any other capacity and to any obligation of an **insured** to fully or partially reimburse another for damages arising out of the injury.

This exclusion does not apply to liability assumed by an **insured** under a contract or an agreement.

21. actual or alleged **bodily injury** from the ingestion, inhalation or absorption of lead in any form; actual or alleged **property damage** that results directly or indirectly from any form of lead; any loss, cost or expense arising out of any 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 any loss, cost or expense arising out of any 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.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO COVERAGE L - PERSONAL LIABILITY

Coverage L - Personal Liability does not apply to:

1. **bodily injury to you** and if residents of **your** household, **your** relatives, and persons under the age of 21 in **your** care or in the care of **your** resident relatives;
2. liability assumed under a contract or an agreement, except as provided for by Incidental Contracts and Agreements Coverage;
3. damage to property owned by an **insured**;
4. damage to property that is rented to, occupied by, used by, or in the care, custody or control of an **insured**, except for **property damage** that is caused by fire, smoke or explosion, other than damage to **farm** premises or **farm** property;
5. sickness, disease or death of a **domestic employee** unless a written notice is received by **us** within 36 months after the end of the policy period in which the injury occurred;
6. **bodily injury** to a person, including a **domestic em-**

ployee, if the **insured** has a workers' compensation policy covering the injury or if benefits are payable or are required to be provided by an **insured** under a worker's compensation, non-occupational disability, occupational disease or like law;

7. **property damage** arising or resulting from substances released or discharged from an aircraft;
8. **bodily injury** or **property damage** to or from products manufactured, produced, grown, sold, handled or distributed by the **insured** if the **bodily injury** or **property damage** arises out of such products, or a part of such products, after the **insured** has relinquished possession thereof to others;
9. **bodily injury** or **property damage** to or from work performed by or for an **insured** if the **bodily injury** or **property damage** arises out of such work or a part of such work; or
10. **bodily injury** or **property damage** to or from premises you sell, give away or abandon, if the **bodily injury** or **property damage** arises out of such premises or a part of such premises.
11. **punitive or exemplary damages or related defense costs**. This exclusion applies regardless of any other terms of this policy or endorsements made a part of it.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO COVERAGE M - MEDICAL PAYMENTS TO OTHERS

Coverage M - Medical Payments to Others do not apply to **bodily injury** to:

1. an **insured**, a tenant or lessee of any part of the **insured premises**, or any person who resides on the **insured premises**, except a **domestic employee**;
2. a person who is on the **insured premises** because a **business** is conducted or professional services are rendered on the **insured premises**; or
3. a person, including a **domestic employee**, if a workers' compensation policy covers the injury or if benefits are provided under a workers' compensation, non-occupational disability, occupational disease or like law.

UNMANNED AERIAL VEHICLE EXCLUSION ENDORSEMENT

This endorsement changes the coverage provided by the policy to which this endorsement is attached.

Under EXCLUSIONS THAT APPLY TO COVERAGE L – PERSONAL LIABILITY AND TO COVERAGE M – MEDICAL PAYMENTS TO OTHERS, the following exclusion is added so that this policy does not apply to **bodily injury or property damage** which results directly or indirectly from:

The ownership, operation, maintenance, use, renting, loaning, entrusting, supervision, loading, or unloading of an unmanned aerial vehicle. An unmanned aerial vehicle means any powered device used or designed for flight in the air that does not carry a human operator. This includes but is not limited to an unmanned aircraft or drone.

DSFM-404
(Ed. 04-17)

TRAMPOLINE EXCLUSION ENDORSEMENT

This endorsement changes the coverage provided by the policy to which this endorsement is attached.

Notwithstanding any other **terms** in the policy of which this endorsement becomes a part of, **we** will not pay for any loss or liability, whatsoever, on account of injury, death, emotional distress or the like, arising out of the use of any trampoline, rebounding, tumbling or similar apparatus, owned, operated, rented or used by **you** or for **you**, or deemed to be under **your** control. This exclusion applies to all claims made by any person regardless of the theory of liability including, but not being limited to, claims made regarding the ownership, operation, rental, use, supervision or lack thereof, improper assembly, maintenance, or repair, or on account of any other allegation.

DSFM-100
(Ed. 4-00)

PIT BULL AND CATAHOULA EXCLUSION ENDORSEMENT

This endorsement changes the coverage provided by the policy to which this endorsement is attached.

Notwithstanding any other **terms** in the policy of which this endorsement becomes a part of, **we** will not pay for any loss or liability, whatsoever, on account of injury, death, emotional distress or the like, caused by or attributable to any Pit Bull or Catahoula owned by **you** or by any member of **your** household, or under **your** possession or care or under the possession or care of any member of **your** household, whether such ownership, possession or care is long term or temporary. This exclusion applies to all claims made by any person regardless of theory of liability. "Pit Bull" shall include but not be limited to the American Pit Bull Terrier, and any cross or mix breed thereof. "Catahoula" shall include but not be limited to the Louisiana Catahoula Leopard Dog, and any cross or mix breed thereof.

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DSFM - 102
(Ed. 4-00)

FUNGUS, BACTERIA, MOLD AND OTHER HEALTH HAZARDS EXCLUSION ENDORSEMENT

This endorsement changes the coverages provided by the policy to which this endorsement is attached.

Under **EXCLUSIONS THAT APPLY TO ALL LIABILITY COVERAGES, WHETHER COVERAGE L - PERSONAL LIABILITY OR COVERAGE M - MEDICAL PAYMENTS TO OTHERS, OR BOTH**, This policy does not apply to **bodily injury** or **property damage** which results directly or indirectly from:

the presence, growth, discharge, release, escape, inhalation, ingestion or coming in contact with any **FUNGUS, BACTERIA, MOLD, MILDEW, ALGAE, TOXINS, ASBESTOS, CONTAMINATION, CHEMICAL, HAZARDOUS MATERIAL, SMOG, CARBON MONOXIDE OR RADON GAS**, including any by-products, roots, spores, fibers or scents of or from the same; nor do we pay for any loss, cost or expense to test for, monitor, assess, contain, abate, neutralize or dispose of the same, nor for any consequential symptoms or treatment. **Bodily injury** includes injury, illness, allergy or reaction, adverse health effect, infection, toxicity and death.

This exclusion does not apply to any of the above items on or in any good or product intended for human consumption.

DSFM-109
(Ed. 3-04)

Limited Farm Pollution Liability Coverage Endorsement

Exclusion 19. of the EXCLUSIONS THAT APPLY TO COVERAGE L - PERSONAL LIABILITY AND TO COVERAGE M - MEDICAL PAYMENTS TO OTHERS in the FARM LIABILITY COVERAGE SECTION of the policy to which this Endorsement is attached relating to the discharge, dispersal, release or escape of **pollutants** into or upon land, water or air will not apply to **bodily injury** or **property damage** arising out of the sudden and accidental discharge, dispersal, release or escape into or upon land, water or air of **pollutants** used in or intended for use in normal and usual farming activities on the **insured premises** or while such **pollutants** used in or intended for use in normal and usual farming activities are being transported by the **insured**, subject to the **terms** of this Endorsement.

EXCESS COVERAGE

Coverage afforded by this Endorsement will be considered excess to funds available through any local, state or federal agency.

ANNUAL AGGREGATE LIMIT

Regardless of the number of **occurrences, insureds**, claims made, suits brought or persons injured, **our total limit** in any one policy year for Coverage L - Personal Liability and Coverage M - Medical Payments to Others provided by this Endorsement will not exceed \$100,000.00.

DEDUCTIBLE

The following deductible amount applies to each loss or claim covered by this Endorsement: \$1,000.00

All other **terms** of the policy to which this Endorsement is attached apply.

DMFO-112
(Ed. 1-91)

COPY

Snowmobile Endorsement

Liability Coverage Only

Coverage L - Personal Liability and Coverage M - Medical Payments to Others coverage apply to bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any snowmobile owned by the **Insured** if the bodily injury or property damage occurs on the **farm premises** described on the Declarations, except that portion of such **farm premises** constituting a public highway.

COPY

This endorsement does not increase the Coverage L - Personal Liability limit or the Coverage M - Medical Payments to Others **limit** of the policy to which it is attached, and all other **terms** of the policy not in conflict herewith apply.

DMFO-127
(Ed. 4-91)

LIMITED LIVESTOCK LIABILITY ENDORSEMENT

We pay for crop damage in excess of \$250.00 per **occurrence**, caused by any horses, mules, cattle, goats, sheep or swine owned by or in the possession of **Insured** which trespass upon land owned by, in the possession of or being cropped by any person other than the **Insured**.

All other **terms** of the policy to which this endorsement is attached, not in conflict herewith, apply.

COPY

DMFO - 225A
(ED. 3-97)

LIQUID MILK CONTAMINATION ENDORSEMENT

For no additional premium, subject to the **terms** of this Endorsement and of the policy to which it is attached, the Farm Liability Coverage Section of this policy is extended to include **property damage** to the milk cargo of bulk milk transportation **motor vehicles** resulting from the delivery of contaminated milk to such vehicles by the insured.

Deductible: Loss by the peril insured against by this Endorsement is subject to a \$1,000 deductible per **occurrence**.

This Endorsement does not increase the coverage limits stated in the Declarations of the policy to which it is attached, and all other **terms** of the policy not in conflict herewith, apply.

DMFO-234
(Ed. 4-97)

ENDORSEMENT EXPANDING HAY MOVING IMPLEMENT LIABILITY COVERAGE

Exclusion 12. of the EXCLUSIONS THAT APPLY TO COVERAGE L - PERSONAL LIABILITY AND TO COVERAGE M - MEDICAL PAYMENTS TO OTHERS in the FARM LIABILITY COVERAGE SECTION of the policy to which this Endorsement is attached relating to "the ownership, operation, maintenance, use, loading or unloading of any implement, machinery, vehicle, equipment, device, instrument or apparatus for the moving of hay stacks, straw stacks, fodder stacks, baled hay or baled straw other than the moving, by the insured, of hay stacks, straw stacks, fodder stacks, baled hay or baled straw owned by the insured;" is deleted.

All other terms of the policy, including the remaining exclusions, remain in full force and effect.

DMFO - 236
(Ed. 4-00)

De Smet Farm Mutual
Insurance Company
OF SOUTH DAKOTA

157964

P.O. Box 9 • De Smet, South Dakota 57231 • (605) 854-3337

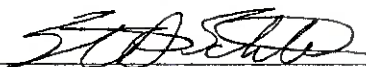
FARMOWNERS/RANCHOWNERS
15-79-64

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is already included in your current policy.

The portion of your annual premium that is attributable to coverage for
acts of terrorism is: \$_____0_____.

COPY



Secretary

Serving South Dakota 51. from South Dakota

CANCELLATION AND NONRENEWAL OF POLICY ENDORSEMENT

This endorsement changes the Cancellation and Nonrenewal provision in the policy to which this endorsement is attached.

Paragraph 2. under the CONDITIONS provisions of the policy is hereby amended to read as follows:

“2. Cancellation and Nonrenewal – You may cancel this policy at any time by returning the policy to us for cancellation and paying all obligations then owing by you to us.

COPY

We may cancel this policy by written notice of cancellation delivered to **you** or mailed to **you** at **your** address appearing in the records of this Company at least 20 days before the effective cancellation date, which notice will include a written explanation of the specific reasons for cancellation. Proof of delivery or mailing is sufficient proof of such notice.

We refund premium or policy costs for the unexpired policy period on a **prorata basis**.

Your return premium or policy costs, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium or policy costs is not a condition of cancellation.

We may cancel this policy for any reasonable cause during the first 60 days this policy is in effect, but after 60 days from the effective date of this policy, a notice of cancellation may not be issued unless it is based upon at least one of the following reasons:

- a. Nonpayment of premium or policy costs;
- b. Discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. Discovery of acts or omissions on the part of the named insured which increase any hazard insured against;
- d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
- e. A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- f. A determination by the director of the division of insurance of the State of South Dakota that the continuation of the policy would jeopardize this Company's solvency or would place this Company in violation of the insurance laws of South Dakota;
- g. Violation or breach by the insured of any policy terms or conditions; or
- h. Such other reasons as are approved by the director of the South Dakota Division of Insurance.

If we elect not to renew this policy, we will deliver to **you** or mail to **you** at **your** address appearing in the records of this Company, a written notice of nonrenewal at least 30 days before the effective renewal date of this policy. Proof of delivery or mailing is sufficient proof of such notice.”