
FARM EQUIPMENT BREAKDOWN COVERAGE

AGREEMENT

In return for **your** payment of the required premium, **we** provide the coverage described in this endorsement during the policy period. This coverage is subject to the terms of this endorsement; the **declarations**; the Policy Conditions, Additional Policy Conditions, and Property Coverage Terms; and the Farm Coverage and Farm Income Coverage, except as provided below.

DEFINITIONS

The following definitions with respect to the coverage provided by this endorsement apply in addition to other definitions in the Policy.

1. When the policy to which this endorsement is attached includes Farm Income Coverage, the following definition with respect to the coverage provided by this endorsement:

Restoration period means the time it should reasonably take to resume the described farming operation starting from the date of loss to the property described on the Schedule of Operations caused by a **breakdown**, and ending on the date when the described property should be rebuilt, repaired, or replaced. This period of time is not limited by the expiration date of the policy.

This does not include any increase in time due to:

- a. the enforcement of any ordinance, law, or decree that regulates or requires the construction, use, repair, or demolition of any property; or
- b. the enforcement of any ordinance, law, or decree that requires that any **insured**

or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **pollutants**.

2. The following definitions are added with respect to the coverage provided by this endorsement.
 - a. **Breakdown** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following:
 - (1) mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force;
 - (2) loss caused by arcing or electrical currents other than lightning;
 - (3) explosion of steam boilers, steam pipes, steam turbines, or steam engines that **you** own or lease or that are operated under **your** control;
 - (4) loss to steam boilers, steam pipes, steam turbines, or steam engines caused by any condition or occurrence within such equipment; or
 - (5) loss to hot water boilers or heaters caused by any condition or occurrence within such equipment.
 - b. **Boilers and vessels** means:
 - (1) any boiler, including attached steam, condensate, and feedwater piping; and
 - (2) any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.This definition does not appear elsewhere in this endorsement but may appear in a Schedule for the coverage provided by this endorsement.
 - c. **Covered equipment** unless otherwise specified in a Schedule for the coverage provided by this endorsement, means covered property:

- (1) that generates, transmits, or utilizes energy, including electronic communications and data processing equipment; or
- (2) which, during normal usage, operates under vacuum or pressure, other than weight of contents.

Covered equipment does not mean:

- (1) equipment manufactured by **you** for sale;
- (2) cabinets or compartments that cover or house **covered equipment**;
- (3) buildings or structures, including air supported buildings or structures;
- (4) foundations that support **covered equipment**;
- (5) sewer and other underground piping and vessels or sprinkler system piping;
- (6) water piping other than boiler feedwater piping, boiler condensate return piping, or water piping for heating, air conditioning, or refrigeration systems;
- (7) dragline, construction, or excavation equipment;
- (8) **vehicles** or any equipment mounted on a **vehicle**.
However, equipment that is:
 - (a) mounted on wheels or a trailer in order to make it transportable;
 - (b) not used to drive or steer such wheels or trailer; and
 - (c) stationary and in use at the **insured location** at the time of the **breakdown**;
 will not be considered to be mounted on a **vehicle**;
- (9) insulating or refractory material;
- (10) satellite, spacecraft, or any equipment mounted on a satellite or spacecraft; or
- (11) irrigation systems, except as follows:

- a) as respects pivot irrigation systems, **covered equipment** does include the central pivot, the wheels, and the drive mechanisms for the swing arm and corner attachments, including but not limited to motors and gears; and

- b) as respects all irrigation systems, **covered equipment** does include sensors, controls, and pumps and drive motors and drive engines used with such pumps.

- d. **Data** means information or instructions stored in digital code capable of being processed by machinery.
- e. **Media** means material on which **data** is recorded, such as magnetic tapes, hard disks, optical disks, or floppy disks.
- f. **One breakdown** means all of the **breakdowns** caused by or resulting from an initial **breakdown**. All **breakdowns** that are the result of the same occurrence will be considered **one breakdown**.
- g. **Perishable stock** means any covered property subject to deterioration or impairment as a result of a change of conditions, including but not limited to temperature, humidity, or pressure.
- h. **Portable covered equipment** means equipment that is:
 - (1) mounted on wheels or a trailer to be made transportable;
 - (2) not used to drive or steer such wheels or trailer; and
 - (3) stationary and in use or connected and ready for use; and
 - (4) operated by **you** or by someone you have designated to operate such equipment.

Portable covered equipment does not mean any vehicle or trailer **portable covered equipment** is mounted on.

- i. **Production machinery** means any machine or apparatus that processes or produces a product intended for eventual sale. However, **production machinery** does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.

This definition does not appear elsewhere in this endorsement, but

may appear in a Schedule for the coverage provided by this endorsement.

- j. **Transportable electrical equipment** means **your** Covered Property which utilizes electrical energy which is connected to threshing machines, tractors, combines, corn pickers, hay balers, harvesters, peanut diggers, potato diggers or pickers, cotton pickers, crop driers, and implements.

Transportable electrical equipment does not include any electric equipment which, is used with the power train, transmission or engine.

- k. **Vehicle** means, with respect only to the coverage provided by this endorsement, any machine or apparatus that is used for transportation or moves under its own power. **Vehicle** includes, but is not limited to, a car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor, or harvester.

With respect to the coverage provided by Farm Equipment Breakdown - Coverages F, G, or H, Property Not Covered Under Coverages F, G, and H in the applicable form is amended to include the following.

We do not cover:

1. animals;
2. alcohol stills;
3. household contents; or
4. any farm dwelling, including additions, fixtures, and outdoor equipment for servicing that dwelling.

**FARM EQUIPMENT BREAKDOWN –
COVERAGES F, G AND H –
ADDITIONAL PROPERTY
COVERAGES**

Unless otherwise shown in a Schedule for the coverage provided by Farm Equipment Breakdown - Coverages F, G, and H, **we** provide the following additional coverages for loss caused by or resulting from a **breakdown**.

These coverages do not provide additional insurance.

1. **Expediting Expenses** -- With respect to **your** damaged covered property, **we** pay up to \$100,000 unless otherwise shown in a Schedule for the coverage provided by this endorsement, for the reasonable extra cost to:
 - a. make temporary repairs; and
 - b. expedite permanent repairs or permanent replacement.
2. **Pollutants** -- **We** pay for the additional cost to repair or replace covered property because of contamination by **pollutants**. This includes the additional expenses to clean up or dispose of such property. **We** will also pay the cost to extract **pollutants** from land or water at the **insured location**.

This does not include contamination of **perishable stock** by a refrigerant, including but not limited to ammonia, which is addressed under Spoilage below.

Additional costs mean those in excess of what would have been required to repair or replace damage to covered property had no **pollutants** been involved.

The most **we** pay for loss, damage, or expense under this coverage, including actual loss of Farm Income **you** sustain if the policy to which this endorsement is attached provides such coverage, is \$100,000 unless otherwise shown in a Schedule for the coverage provided by this endorsement.

3. **Spoilage** -- **We** pay for:
 - a. physical damage to **perishable stock** due to spoilage;
 - b. physical damage to **perishable stock** due to contamination from the release of

a refrigerant, including but not limited to ammonia; and

- c. any necessary expenses **you** incur to reduce the amount of loss under this coverage, to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

If **you** are unable to replace the **perishable stock** before its anticipated sale, the amount of **our** payment will be determined on the basis of the sales price of the **perishable stock** at the time of the **breakdown**, less discounts and expenses **you** otherwise would have incurred. Otherwise, **our** payment will be determined in accordance with the Loss Settlement Provisions.

The most **we** pay for loss, damage, or expense under this coverage is \$100,000 unless otherwise shown in a Schedule for the coverage provided by this endorsement.

4. **Data Restoration -- We** pay for **your** reasonable and necessary cost to research, replace, and restore lost **data**.

The most **we** pay for loss, damage, or expense under this coverage, including actual loss of Farm Income **you** sustain if the policy to which this endorsement is attached provides such coverage, is \$25,000 unless otherwise shown in a Schedule for the coverage provided by this endorsement.

5. **Portable Covered Equipment Off Premises -- We** will pay for **portable covered equipment** if damaged as a direct result of a **breakdown** while away from the **insured location**. With regard to this Incidental Property Coverage, **portable covered equipment** is equipment that is:
- mounted on wheels or a trailer in order to make it transportable;
 - not used to drive or steer such wheels or trailer; and
 - stationary and in use or connected and ready for use; and
 - operated by **you** or by someone you have designated to operate such equipment.

There shall be no coverage for the vehicle or trailer the **portable covered equipment** is mounted on.

The most **we** pay for loss, damage, coverage is the "Limit" shown in the Schedule for the coverage provided by this endorsement.

6. **Drying Out** – If electrical **covered equipment** requires drying out as a result of a flood, surface water, waves, tides, tidal waves, or overflow of any body of water or their spray, even if driven by wind, we will pay for the direct expense of drying out such electrical **covered equipment**. The most **we** will pay for the expense under this Additional Property Coverage is the least of the following:

- \$25,000; or
- the actual cash value of such damaged electrical **covered equipment**.

Coverage provided under this Incidental Property Coverage does not include the cost to replace such equipment or any other loss, damage or expense that is caused directly or indirectly from flood, surface water, waves, tides, tidal waves, or overflow of any body of water or their spray, even if driven by wind

7. **Utility Service Interruption -- Any** insurance provided for Farm Income or Spoilage is extended to apply to **your** loss, damage, or expense caused by a **breakdown** to equipment that is owned by a utility, landlord, or other supplier with whom **you** have a contract to supply **you** with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, Internet access, telecommunications services, wide area networks, or data transmission. The equipment must meet the definition of **covered equipment**, except that it is not covered property.

Unless otherwise shown in a Schedule for the coverage provided by this endorsement, Utility Service Interruption coverage will not apply unless there is an interruption of one of the above services that exceeds 12 hours immediately following the **breakdown**.

The most **we** pay for loss, damage, or expense under this coverage is the applicable limit for Farm Income or Spoilage unless otherwise shown in a Schedule for the coverage provided by this endorsement.

9. **Transportable Electrical Equipment.** We will pay for **transportable electrical equipment** if damaged as a direct result of a **breakdown**, on or off the **insured location**.

The most **we** pay for loss, damage, or expense under this coverage is \$25,000.

FARM EQUIPMENT BREAKDOWN - FARM INCOME COVERAGE

The coverage provided by **Farm Equipment Breakdown - Coverages F, G and H** is extended to apply with respect to coverage for Farm Income, Extra Expense, or Farm Rents, if provided by the policy to which this endorsement is attached.

The most **we** pay under **Farm Equipment Breakdown - Coverages F, G, and H** with respect to coverage for Farm Income, Extra Expense, or Farm Rents is the Limit shown on the **declarations** or in the Schedule of Operations, unless otherwise shown in a Schedule for the coverage provided by this endorsement.

FARM EQUIPMENT BREAKDOWN - COVERAGES F, G, AND H - PERILS SECTION

With regard to coverage provided by **Farm Equipment Breakdown - Coverages F, G, and H**, the following applies for Coverage F – Farm Buildings; Coverage G – Scheduled Farm Personal Property; or Coverage H - Blanket Farm Personal Property:

Farm Equipment Breakdown Coverage

We insure against direct physical damage to covered property that is the direct result of a **breakdown**.

FARM EQUIPMENT BREAKDOWN-COVERAGES F,G AND H - GENERAL EXCLUSIONS

With respect to the coverage provided by Farm Equipment Breakdown – Coverages F, G, and H, the following exclusions apply in addition to the Exclusions found elsewhere in this Policy for Coverages F, G and H.

1. Wear and Tear is deleted and replaced by the following:
Wear and Tear -- We do not pay for loss which results from wear and tear, marring, deterioration, inherent vice, latent defect, rust, wet or dry rot, corrosion, contamination, or smog. But if a **breakdown** results, **we** pay for the resulting loss, damage, or expense.
2. The following exclusions are added:
 - a. **We** do not pay for loss, damage, or expense caused by or resulting from:
 - (1) any defect, programming error, programming limitation, computer virus, malicious code, loss of **data**, loss of access, loss of use, loss of functionality, or other condition within or involving **data** or **media** of any kind. But if a **breakdown** results, **we** pay for the resulting loss, damage, or expense;
 - (2) any of the following tests: a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an electrical insulation breakdown test of any type of electrical equipment; or
 - (3) the discharge of water or other extinguishing agent to fight a fire.
 - b. **We** do not pay for loss caused by animals, including birds, insects, or vermin.
 However, **we** do pay for a **breakdown** resulting from animals, including birds, insects or vermin.

- c. **We** do not pay for loss, damage, or expense that is the result of a **breakdown** caused by or resulting from: fire; lightning; windstorm or hail; explosion, except as specifically provided in Definition 2.a.(3) of this endorsement; smoke; aircraft or vehicles; breakage of glass; molten material; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood; or earth movement.
- d. With respect to Farm Income and Utility Service Interruption coverages, **we** do not pay for any increase in loss resulting from an agreement between **you** and **your** customer or supplier. This includes but is not limited to contingent bonuses or penalties, late fees, demand charges, demurrage charges, and liquidated damages.
- e. With respect to Data Restoration coverage, **we** do not pay to reproduce:
- (1) software programs or operating systems that are not commercially available; or
 - (2) **data** that is obsolete, unnecessary, or useless to **you**.
- f. **We** do not pay for loss, damage, or expense caused directly or indirectly by any kind or form of fungus, including but not limited to mildew and mold, and any chemical, matter, or compound produced or released by a fungus, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds, whether or not caused by or resulting from a "breakdown". This includes, but is not limited to, costs arising from clean up, removal, or abatement of fungus as described above.
- However, **we** do pay for loss that is caused by a **breakdown** that results from such fungus, unless the loss is limited or caused by another peril that is excluded under the Farm Equipment Breakdown - Coverages F, G and H coverage terms.

This exclusion does not apply to spoilage of personal property that is **perishable stock**, to the extent that spoilage is covered under the terms of this endorsement.

- g. With respect to **portable covered equipment**, irrigation equipment and **transportable electrical equipment**: **We** do not pay for loss caused by collision, overturning, collapse or upset of the equipment.

FARM EQUIPMENT BREAKDOWN - COVERAGES F, G AND H – HOW MUCH WE PAY FOR LOSS OR CLAIM

1. With respect to the coverage provided by Farm Equipment Breakdown - Coverages F, G and H, Our Limit under How Much We Pay For Loss Or Claim is amended as follows:

The most **we** pay for loss, damage, or expense under this endorsement arising from any **one breakdown** is the applicable limit in the **declarations** unless a Farm Equipment Breakdown – Coverages G, F and H "limit" is shown in a Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.

2. With respect to the coverage provided by Farm Equipment Breakdown - Coverages F, G and H, Deductible under How Much We Pay For Loss Or Claim is amended as follows:

Deductible -- The deductible shown in the **declarations** applies unless a separate Farm Equipment Breakdown deductible is shown in a Schedule for the coverage provided by this endorsement. If a separate Farm Equipment Breakdown deductible is shown, the following apply.

- a. **Deductibles for Each Coverage**
 - (1) Unless the Schedule indicates that **your** deductible is combined for all coverages, multiple deductibles may apply to any **one breakdown**.

- (2) **We** do not pay for loss, damage, or expense under any coverage until the amount of the covered loss, damage, or expense exceeds the deductible amount indicated for that coverage in the Schedule. **We** will then pay the amount of loss, damage, or expense in excess of the applicable deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of **covered equipment** and more than one type of **covered equipment** is involved in any **one breakdown**, only the highest deductible for each coverage will apply.
- (4) If a deductible is expressed as a function of the horsepower rating of a refrigerating or air conditioning system, and more than one compressor is used with a single system, the horsepower rating of the largest motor or compressor will determine the horsepower rating of the system.
- b. **Direct and Indirect Coverages --** Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Schedule. Unless more specifically indicated in the Schedule:
- (1) Indirect Coverages Deductibles apply to Farm Income Coverage loss; and
- (2) Direct Coverages Deductibles apply to all remaining loss, damage, or expense covered by this endorsement.
- c. **Application of Deductibles**
- (1) **Dollar Deductibles -- We** do not pay for loss, damage, or expense resulting from any **one breakdown** until the amount of loss, damage, or expense exceeds the applicable Deductible shown in the Schedule. **We** will then pay the amount of loss, damage, or expense in excess of the applicable Deductible or Deductibles, up to the Farm Equipment Breakdown Limit.
- (2) **Time Deductible --** If a time deductible is shown in the Schedule, **we** are not liable for any loss

occurring during the specified number of hours or days immediately following the **breakdown**. If a time deductible is expressed in days, each day means 24 consecutive hours.

- (3) **Multiple of Average Daily Value (ADV) --** If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the farm earnings or rental income that would have been earned by the described farming operation during the period of interruption of business had no **breakdown** occurred, divided by the number of working days in that period. No reduction will be made for the "farm earnings" or rental income not being earned, or in the number of working days, because of the **breakdown** or any other scheduled or unscheduled shutdowns during the period of interruption.

The ADV applies to the "farm earnings" or the rental income value of the entire described farming operation, whether or not the loss affects the entire operation.

The number indicated in the Schedule will be multiplied by the ADV as determined above. The result will be used as the applicable deductible.

- (3) **Percentage of Loss Deductibles -** If a deductible is expressed as a percentage of loss, **we** are not liable for the indicated percentage of the gross amount of loss, damage, or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

FARM EQUIPMENT BREAKDOWN - COVERAGES F, G AND H - OTHER EQUIPMENT BREAKDOWN CONDITIONS

The following conditions are added with respect to the coverage provided by Farm Equipment Breakdown - Coverages F, G and H.

1. **Suspension** -- When any **covered equipment** is discovered to be in or exposed to a situation or condition that is likely to result in a **breakdown**, any representative of **ours** may immediately suspend the insurance coverage against loss from a **breakdown** to that equipment. **We** can do this by mailing or delivering a written notice of suspension to **your** address as shown on the **declarations**, or to the address where the **covered equipment** is located.

Once so suspended, **your** insurance can be reinstated only by an endorsement for that **covered equipment**. If **your** insurance is so suspended, **you** will get a pro rata premium refund. But the suspension is effective even if **we** have not yet offered or made a refund.

2. **Environmental, Safety, and Efficiency Improvements** -- If **covered equipment** requires replacement due to a **breakdown**, **we** pay **your** additional cost to replace with equipment that is better for the environment, safer, or more efficient than the equipment being replaced.

However, **we** do not pay more than 150% of what the cost would have been to repair or replace with like kind and quality.

This condition does not increase any of the applicable limits. This condition does not apply to any property which is covered on an Actual Cash Value basis.

3. **Coinsurance** -- If a coinsurance percentage is shown in the Schedule for specified coverages, the following condition applies.

We do not pay for the full amount of **your** loss if the applicable "limit" is less than the

product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, **we** will determine what percentage this calculated product is compared to the applicable "limit" and apply that percentage to the gross amount of loss. **We** will then subtract the applicable deductible. The most that **we** pay is the resulting amount or the applicable limit, whichever is less. **We** do not pay for the remainder of the loss. Coinsurance applies separately to each insured location.