

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

SPECIAL PROVISIONS – MISSOURI

The sections of the policy listed below are amended as specified.

DEFINITIONS

Definition 1. “You” and “your” is deleted and replaced with the following:

1. “You” and “your” mean:
 - a. The Named Insured shown in the Declarations and, if the Named Insured is an individual, the spouse if living in the same household; or
 - b. Any Additional Named Insured shown in the Declarations and, if the Additional Named Insured is an individual, the spouse if living in the same household.

Definition 6. “Custom farming” is deleted and replaced with the following:

6. “Custom farming” means activities connected with or arising out of the performance of agricultural operations for another person or organization:
 - a. Pursuant to an oral or written agreement;
 - b. For compensation in money or goods;
 - c. On land that is not an “insured premises” or rented or leased to or under the control of any “insured”; and
 - d. If the gross receipts from those activities exceed \$5,000 in the calendar year in which a loss occurs or the calendar year immediately preceding.

“Custom farming” does not include “custom feeding” or “custom spraying”.

Definition 7. “Custom feeding” is deleted and replaced with the following:

7. “Custom feeding” means activities connected with or arising out of the provision of labor or services to another person or organization in connection with the care or raising of “livestock” or “poultry” not owned by any “insured”:
 - a. Pursuant to an oral or written agreement;
 - b. For compensation in money or goods; and
 - c. If the gross receipts from those activities exceed \$5,000 in the calendar year in which a loss occurs or the calendar year immediately preceding.

Definition 8. “Farming” is deleted and replaced with the following:

8. a. “Farming” means:
 - 1) The ownership, maintenance, or use of any “insured premises” for production of crops or the raising or care of “livestock” or “poultry”;
 - 2) The operation of roadside or farmers’ market stands maintained and occupied solely for the sale of any “insured’s” raw or unprocessed farm products;
 - 3) The lease or rental of farm buildings or land to a third party for agricultural purposes; or
 - 4) “Your” livestock while being raised away from “your” “insured premises” by a third party, in accordance with a verbal or written contract or agreement.
- b. “Farming” does not include:
 - 1) Butchering, packaging, processing, or sale of deer, wild game, wild fowl, “livestock”, or “poultry”;
 - 2) The altering of the characteristics of farm products through processing operations; or
 - 3) “Custom farming”, “custom feeding”, or “custom spraying”.

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

Definition 12. "Insured" is deleted and replaced with the following:

12. "Insured" or "Insured Person" means:

a. "You";

1) If "you" are an individual, "insured" also means:

a) A person living with "you" and related to "you" by blood, marriage, or adoption;

b) A legal ward, foster child, or foreign exchange student living with "you";

c) A student who is an unmarried and financially dependent relative under the age of 25 if the student:

(1) Lived with "you" immediately before leaving to attend school; and

(2) Qualifies as a full-time student as defined by the school.

Under any of the preceding paragraphs, "your" child is not an "insured" if a judicial decree places primary custody or care of the child in the control of another person and the child was not in the care of the "insured" and was not on the "insured premises" at the time of the "occurrence". This exception does not apply if the judicial decree requires "you" to provide liability insurance for the child.

2) If "you" are an organization, as described in a) through c) below, "insured" also means:

a) "Your" members or partners and their spouses, if this is a partnership or joint venture, but only with respect to the conduct of "your" "farming" operations;

b) "Your" members, if this is a limited liability company, but only with respect to the conduct of "your" "farming" operations. "Your" managers, but only with respect to their duties as "your" managers; or

c) "Your" executive officers and directors, if this is an organization other than a partnership, joint venture, or limited liability company, but only with respect to their duties as "your" officers or directors. "Your" stockholders, but only with respect to their liability as stockholders.

b. Any person or organization legally responsible for animals or watercraft owned by any "insured" above, but "we" will cover the person or organization only with respect to those animals or watercraft. "We" will not cover any person or organization using or having custody of animals or watercraft for their sole benefit, in the course of any "business", or without the oral or written permission of the owner; or

c. With respect to "your" farm tractors and trailers and self-propelled or animal-drawn implements, any person, while engaged in "your" "farming" operation.

Definition 13. "Insured premises" is deleted and replaced with the following:

13. "Insured premises" means:

a. The farm premises which "you" own, rent, lease, or control as part of "your" "farming" operation and other locations "you" maintain as a "residence premises". The "insured premises" does not include locations in "your" control for the purpose of performing "custom farming" or "custom spraying" operations;

b. Any other premises acquired by "you" in the policy period which "you" intend to use as a "residence premises";

c. Any part of premises which are not owned by an "insured" but where the "insured" may be temporarily residing or which an "insured" may occasionally rent for non-business purposes;

d. Vacant land, other than farmland, owned by or rented to an "insured";

e. Cemetery plots or burial vaults owned by an "insured";

f. Any structures or grounds used by "you" in connection with "your" "residence premises"; or

g. Land on which a one- to four-family residence is being built for "you", if the land is owned by or rented to "you".

Definition 16. "Motor Vehicle" is deleted and replaced with the following:

16. "Motor Vehicle" means:

a. A motorized land vehicle designed for travel on public roads or subject to motor vehicle registration or a compulsory financial responsibility law or regulation issued by a government agency, except a "farm implement";

b. A trailer or semitrailer designed for travel on public roads or subject to vehicle registration, except while being towed by a self-propelled "farm implement"; or

c. Any vehicle, except a "farm implement", while being towed or carried on a vehicle included in a. or b. above.

"Motor vehicle" does not mean an "electric bicycle" or "electric scooter".

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

The following additional paragraph is added to Definition 17. "Occurrence":

For the limited purpose of any claim or lawsuit alleging the improper handling, applying, or spraying of agricultural chemicals on farm fields, an "occurrence" means the use, release, discharge, or dispersal of an agricultural farm chemical on one or more farm fields on the same calendar day, which causes "bodily injury" or "property damage" to one or more third persons or entities. The refilling of the sprayer or nurse tank for the purpose of application of the same type and concentration of agricultural farm chemical on the same field or a nearby field during the same calendar day is deemed a single "occurrence". However, the use of a different brand or concentration of agricultural farm chemical in an application sprayer or nurse tank on a single calendar day will be deemed a separate "occurrence".

Definition 21. "Recreational Vehicle" is deleted and replaced with the following:

21. "Recreational Vehicle" means:

- a. A motorized land vehicle, a trailer, or attached equipment that is designed or used for non-agricultural or leisure time activities off public roads;
- b. A snowmobile when not being used in an agricultural operation;
- c. An all-terrain vehicle (ATV) when not being used in an agricultural operation;
- d. A motorized golf cart; or
- e. A motorcycle, moped, gas scooter, or minibike.

"Recreational vehicle" does not mean a "low power recreational vehicle", "electric bicycle", or "electric scooter".

THE FOLLOWING DEFINITIONS ARE ADDED:

24. "Custom spraying" means the handling, application, or transporting of agricultural chemicals used for the production of crops or weed control, by any "insured" or by any party on behalf of an "insured", when applied on land other than the "insured premises", for compensation in money or goods.

25. A "wild or exotic animal" means any class of animal that:

- a. Does not generally live in a human residence or within close proximity to humans;
- b. Is typically displayed in a zoo; or
- c. Is primarily found in a wild and untamed state.

"Wild or exotic animals" include but are not limited to amphibians and reptiles such as snakes, crocodiles, and alligators; arachnids such as scorpions and poisonous spiders; mammals such as lions, tigers, bears, monkeys, and wolves; and any hybrid of wild and tame classes of animals such as a wolf/dog hybrid.

A "wild or exotic animal" does not include any parrot, hamster, gerbil, or animal raised for the agricultural purpose of food or milk production.

26. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention, or imprisonment;
- b. Malicious prosecution;
- c. Libel, slander, or defamation of character;
- d. Invasion of the right of private occupancy, wrongful eviction, or wrongful entry; or
- e. Oral, televised, videotaped, electronic, or written publication of material that violates a person's right of privacy.

27. "Electric bicycle" means a device owned by or rented to any "insured" which has:

- a. Two or three wheels;
- b. Fully operable pedals for human propulsion;
- c. An electric motor of less than 750 watts; and

Whose maximum speed is no more than twenty miles per hour on a paved level surface when powered solely by the motor.

28. "Electric scooter" means a device owned by or rented to any "insured" which:

- a. Has two or three wheels;
- b. Weighs less than one hundred pounds;
- c. Is equipped with handlebars and a floorboard that can be stood upon while riding;
- d. Is solely powered by an electric motor and human power; and

Whose maximum speed is no more than twenty miles per hour on a paved level surface with or without human propulsion.

29. "Perfluoroalkyl or polyfluoroalkyl substances" means any:

- a. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - 1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - 2) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acids (PFOA) and its salts or perfluorooctane sulfonic acid (PFOS) and its salts;
 - 3) Perfluoropolyethers (PFPE);
 - 4) Fluorotelemer-based substances; or
 - 5) Side-chain fluorinated polymers; or
- b. Goods or products, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in paragraph a. above.

ADDITIONAL COVERAGES

Under 4. **CLAIM AND LEGAL EXPENSES**, paragraph b. is amended as indicated:

- b. Interest on damages awarded in any suit "we" defend accruing after judgment is entered and before "we" have paid, offered to pay, or deposited in court that portion of the judgment which is not more than "our" limit of liability;

EXCLUSIONS are amended as indicated.

A. UNDER ANY OF THE COVERAGES

Exclusion 2. is deleted and replaced with the following:

- 2. "We" do not cover any "Motor Vehicle Liability" unless the involved "motor vehicle" is:
 - a. In dead storage on the "insured premises";
 - b. Exempt from required registration for use on public roads or property by law or regulation issued by a government agency;
 - c. Being used by a "farm employee" in the course of any "insured's" "farming" operations and not owned by any "insured"; or
 - d. A watercraft, camper, home, or utility trailer that is not towed by, carried on, or attached to a vehicle.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the use of a "farm implement" for loading or unloading of a "motor vehicle" in the course of the "insured's" "farming" operations.

This exclusion does not apply to "bodily injury" sustained by a "farm employee" or "residence employee" in the course of employment if no other coverage is available to the "insured".

Exclusion 3. is deleted and replaced with the following:

- 3. "We" do not cover "watercraft liability" unless at the time of the "occurrence" the involved watercraft is:
 - a. On the "insured premises" or otherwise stored;
 - b. A sailing vessel with overall length of 26 feet or less;
 - c. A sailing vessel more than 26 feet long, but not owned by or rented to any "insured";
 - d. Powered by an inboard, inboard-outdrive motor, or outboard motor with 50 horsepower or less and is not a personal craft known as a jet ski, wet bike, or wave-runner; or

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

e. Powered by a motor with more than 50 horsepower, but is not:

- 1) Owned by, rented to, or leased by any “insured”; or
- 2) A personal craft known as a jet ski, wet bike, or wave-runner.

This exclusion does not apply to “bodily injury” sustained by a “farm employee” or “residence employee” in the course of employment if no other coverage is available to the “insured”.

Exclusion 7. is deleted and replaced with the following:

7. “We” do not cover “bodily injury” or “property damage” arising out of “business” activities of any “insured”. This exclusion also applies to “bodily injury” and “property damage” sustained by any person on the “insured premises” if the person’s presence or entry upon the “insured premises” relates to a “business” activity.

Exclusion 11. is deleted and replaced with the following:

11. “We” do not cover “bodily injury” or “property damage” arising out of “custom spraying” regardless of the amount of receipts.

Exclusion 12. is deleted and replaced with the following:

12. “We” do not cover liability assumed under any contract or agreement, except:

- a. That part of a contract or agreement pertaining to “your” “farming” operations under which “you” assume the tort liability of another to pay for “bodily injury” or “property damage” to a third person or organization if the date of the contract is prior to the date of the “bodily injury” or “property damage”;
- b. A warranty of goods or products; or
- c. Liability relating to the “insured premises”.

“We” do not cover liability assumed under any contract or agreement in connection with any “insured’s” “business”, “custom farming”, “custom feeding”, or “custom spraying” operations.

Exclusion 18. is deleted and replaced with the following:

18. “We” do not cover “bodily injury”, “property damage”, or “personal injury” arising out of any “communicable disease”.

- a. For purposes of this exclusion, a “communicable disease” means any disease which can be transmitted by means of any substance or agent from person to person, animal to person, or animal to animal where:

- 1) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- 2) The method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- 3) The disease, substance or agent can cause or threaten “bodily injury”, illness, emotional distress or damage to human health, animal health, human welfare or “property damage”.

- b. This exclusion does not apply to:

- 1) “Bodily injury” arising out of any communicable disease transmitted from an animal to a person; or
- 2) “Property damage” arising out of any communicable disease transmitted from an animal to an animal.

- c. With respect to the coverage provided by exceptions **b.1)** and **b.2)** to this exclusion, the following special limits apply:

- 1) “Our” total limit of liability for “bodily injury” or “property damage” sustained by one or more persons in any one “occurrence” shall be the lesser of:

- a) \$100,000; or
- b) The limit of liability shown in the Declarations, under the heading of **COVERAGE A – LIABILITY TO PUBLIC** for each “occurrence”;

- 2) “We” will pay no more than \$300,000 for “bodily injury” or “property damage” in any 12-month period beginning with the inception date of this policy or any anniversary of the inception date, regardless of the number of “occurrences”, losses, claims, injured persons, or “insureds”; and

- 3) “Our” limit of liability shall not be restored in any subsequent policy period for the same “occurrence” or “occurrences”.

- d. However, this exclusion does apply to “bodily injury” or “property damage” arising out of any communicable disease transmitted from any “wild or exotic animal” to a person.

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

Exclusion **19.** is deleted and replaced with the following:

19. “We” do not cover “bodily injury” or “property damage” arising out of any use, sale, manufacture, delivery, transfer, or possession by any “insured” or by any person residing in an “insured premises” of controlled or Illegal Substances as defined by any federal, state, or local law, regulation, or ordinance. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Illegal Substance means:

- a.** The manufacture, storage, or packaging by any “insured” or other person in the “insured premises”; or
- b.** The delivery, transfer, or sale by any “insured”;

of any substance defined as controlled or illegal by any federal, state, or local law, regulation, or ordinance.

This exclusion applies if any “insured” or person residing in an “insured premises” is using or handling at the time of loss a constituent component of a controlled or illegal substance during or prefatory to the manufacture, storage, or packaging of that substance.

Exclusion **21.** is deleted and replaced with the following:

21. “We” do not cover “bodily injury” to “you” or any “insured”.

This exclusion applies even if “you” or any “insured” making a claim against this policy are a “farm employee”.

Exclusion **22.** is deleted and replaced with the following:

22. “We” do not cover “property damage” to property owned by an “insured”, except for damage to crops jointly owned by an “insured” and non-“insured”, caused by the “insured’s” “livestock” or “custom spraying” operations conducted by the “insured”. Payment will be made to a non-“insured”, but only to the extent of the non-“insured’s” interest in the jointly owned crops.

Exclusion **23.** is deleted and replaced with the following:

23. “We” do not cover any claim, suit, or action:

- a.** For benefits any “insured” or any “insured’s” insurer voluntarily provides or is required to provide under any workers’ compensation, occupational disease, or any other similar law;
- b.** For damages against any “insured” for loss of support, services, society, or consortium to a spouse or related person arising out of “bodily injury” or death to any person who may file a claim for or is entitled to an award of damages or benefits under any workers’ compensation, occupational disease, or any other similar law enacted to furnish compensation for the “bodily injury” or death of the injured person; or
- c.** For civil or statutory damages against any “insured” arising from the failure of any “insured” to comply with the legal requirement to provide workers’ compensation or occupational disease benefits or insurance coverage to a person sustaining “bodily injury” or death arising out of employment by any “insured”.

Exclusion **30.** is deleted and replaced with the following:

30. “We” do not cover:

- a.** “Bodily injury” or “personal injury” arising, in whole or in part, out of the actual, alleged, threatened, or suspected inhalation of, or ingestion of, “silica”, “silica-related dust”, or “silica” included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction materials;
- b.** “Property damage” arising, in whole or in part, out of the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, “silica”, “silica-related dust”, or “silica” included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction materials;
- c.** Any loss, cost, or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, “silica” or “silica-related dust”, by any “insured” or by any other person or entity;
- d.** “Bodily injury” or “property damage” arising, in whole or in part, from any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with paragraphs **a.**, **b.**, or **c.** above; or

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

- e. Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs a., b., c. or d. above.

For purposes of this exclusion:

- i. "Silica" means silicon dioxide (occurring in crystalline, amorphous, and impure forms), silica particles, silica dust, or silica compounds; and
- ii. "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

Exclusion 31. a. paragraph 2) is amended as indicated:

- 2) Used for hire or charter, except in "custom feeding", custom farming", or "custom spraying" operations.

Exclusion 32. is deleted and replaced with the following;

- 32. "We" do not cover any "bodily injury" or "property damage" arising out of a "wild or exotic animal" owned by or in the care, custody, or control of any "insured".

THE FOLLOWING EXCLUSIONS ARE ADDED:

- 33. a. "We" do not cover any claim, loss, or lawsuit arising directly or indirectly out of any act or omission that violates or is alleged to violate:
 - 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - 3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - 4) Any Federal, State, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act, or FCRA, and their amendments and additions, that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.
- b. "We" do not cover any claim, loss, or lawsuit arising directly or indirectly out of act or omission that violates or is alleged to have violated any statute, ordinance, regulation, or law identified in paragraph a., above.

"We" will not defend or indemnify any "insured" for a judgment or settlement with regard to any claim, lawsuit, or other legal or administrative proceeding in which any "insured" is alleged to have violated any statute, ordinance, regulation, or law identified in paragraphs a. and b., above.

This exclusion applies regardless of the actual or alleged mental state or intent of the person alleged to have violated the statutes, ordinances, regulations, and laws identified in paragraphs a. and b. above.

- 34. "We" do not cover "bodily injury", "property damage", or "personal injury":
 - a. Arising out of oral, written, televised, videotaped, or electronic publication of material:
 - 1) If done by or at the direction of any "insured" with knowledge of its falsity; or
 - 2) Whose first publication took place before the effective date of this policy; or
 - b. Arising directly or indirectly out of an act of electronic aggression, by an "insured", which is communicated or transmitted:
 - 1) By means of an electronic forum, including, but not limited to, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a web blog; or
 - 2) By other electronic means, including, but not limited to, email, instant messaging, or text messaging.

For purposes of this exclusion, electronic aggression means any written or oral communication or video which harasses, bullies, or causes embarrassment or emotional distress to a person, as measured from the objective viewpoint of a reasonable person. The mental state or intent of any "insured" in communicating or transmitting the material is not relevant to the application of this exclusion.

- 35. "We" do not cover "personal injury":
 - a. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured"; or
 - b. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury."

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

36. "We" do not cover:

- a. "Bodily injury" or "property damage" resulting from:
 - 1) The spraying, handling, applying, or storing of agricultural chemicals that does not meet all federal, state, or local government statutes, ordinances, regulations, directives or license requirements which apply to those operations;
 - 2) The application of chemicals to residential property, including lawns or gardens;
 - 3) Chemicals that are released from an aircraft;
 - 4) The spraying, handling, applying, or storing of agricultural chemicals that are not in compliance with directions as printed on the manufacturers' product label or with written instructions furnished an "insured" by the manufacturer or distributor of the agricultural chemicals; or
 - 5) Improper use or application of agricultural chemicals that is in violation of any applicable federal, state, or local statute, regulation, ordinance or directive relating to the protection of the environment.
- b. Any fines, penalties, or assessments imposed by a governmental entity against the "insured" for improper use or application of agricultural chemicals or in violation of any applicable federal, state, or local statute, regulation, ordinance or directive relating to the protection of the environment.

This exclusion particularly applies to any coverage supplied under **3. POLLUTION of ADDITIONAL COVERAGES.**

37. "We" do not cover:

- a. "Bodily injury", "property damage", or "personal injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any "insured" or by any other person or entity".

38. "We" do not cover "bodily injury" or "property damage" arising from the sale, distribution, consumption, ingestion, or absorption of raw or unpasteurized milk or products made with raw or unpasteurized milk.

39. "We" do not cover "bodily injury" or "property damage" arising out of failure to supervise the perpetrator or the victim that results in one or more of the excluded events in **EXCLUSIONS 13., 17., 18., or 19.**

40. "We" do not cover "bodily injury", "property damage" or "personal injury" arising out of any "cannabis activity" or "cannabis exposure", this includes but is not limited to:

- a. Material that escapes, leaches, leaks, migrates, or seeps, or is discharged, dispersed, disposed of, emitted, produced, released or spilled as a result of "cannabis activity" or "cannabis exposure". This includes any cost to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize "cannabis activity" or "cannabis exposure".

This exclusion applies regardless of the theory of liability pursued, asserted, or claimed against the "insured".

This exclusion applies even if "cannabis" or "cannabis activity" is legal in the state, district, or territory in which this policy was issued, or the injury or damage occurs.

- b. "Property damage" to "cannabis".

For the purpose of this exclusion, the following definitions are added:

- a. "Cannabis" means:

- 1) Marijuana, as defined by the Federal Food and Drug Law at 21 U.S.C. Section 802, including any amendments;
- 2) Any material containing tetrahydrocannabinol (THC), whether natural or synthetic; or
- 3) Any material, good, or product taken from, containing, or made from material described in item 1) or 2) above.

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

- b. "Cannabis activity" means any activity that involves the cultivation, delivery, disposal, distribution, furnishing, handling, labeling, manufacture, packaging, possession, processing, production, sale, serving, storage, testing, trading, or transfer of "cannabis" in any form.
- c. "Cannabis exposure" means any actual, alleged, or threatened exposure to, presence of, or consumption, inhalation, ingestion, or absorption of "cannabis" in any form.
- d. "Hemp" means any "cannabis" material, good, or product that:
 - 1) Has a THC concentration at the time of the injury or damage that is within the legal limit permitted for hemp under federal law; and
 - 2) Is not illegal or prohibited at the time of the injury or damage under any applicable federal, state, or local law or regulation.

This exclusion does not apply to "bodily injury", "property damage", or "personal injury" arising out of the disposal, possession, or storage of "hemp" or exposure to, or the presence, consumption, inhalation, ingestion, or absorption of "hemp".

E. ADDITIONAL EXCLUSIONS UNDER ADDITIONAL COVERAGES 1. DAMAGE TO PROPERTY OF OTHERS

Paragraph E. 2. is amended as indicated:

- 2. "We" do not cover "property damage" arising out of "custom farming" or "custom spraying" operations.

RIGHTS AND DUTIES – CONDITIONS

Condition 1. **Limits Of Liability** is deleted and replaced with the following:

1. Limits Of Liability

The limits of liability shown in the Declarations and this policy apply subject to the following:

- a. Under **COVERAGE A – LIABILITY TO PUBLIC** of this policy, "our" total liability for all "bodily injury" and "property damage" sustained by one or more persons in any one "occurrence", and for any "personal injury" offense, shall not be more than the combined single limit (CSL) shown in the Declarations for **Coverage A – Liability To Public**;
- b. Under **COVERAGE B – MEDICAL PAYMENTS TO PUBLIC** of this policy, "our" total liability for all medical expenses incurred by any one person in any one "occurrence" shall not be more than the single limit shown in the Declarations for that coverage for each person;
- c. Under **COVERAGE C – LIABILITY TO FARM EMPLOYEES** of this policy, "our" total liability for all "bodily injury" sustained by one or more "farm employees" in any one "occurrence" shall not be more than the combined single limit (CSL) shown in the Declarations for this coverage for each "occurrence";
- d. Under **COVERAGE D – MEDICAL PAYMENTS TO FARM EMPLOYEES** of this policy, "our" total liability for all medical expenses incurred by any one "farm employee" in any one "occurrence" shall not be more than the single limit shown in the Declarations for that coverage for each person; and
- e. **Annual Aggregate Limit**
 - 1) The Annual Aggregate shown in the Declarations for Coverage **A**, Additional Coverage **1.**, and Coverage **B** is the maximum amount "we" will pay for all claims under **Liability To Public, Personal Injury, Damage To Property of Others, and Medical Payments To Public** coverages provided by this policy or any endorsements.
 - 2) The Annual Aggregate shown in the Declarations for Coverage **C** and **D** is the maximum amount "we" will pay for all claims under **Liability to Farm Employees** and **Medical Payments to Farm Employees** coverages provided by this policy or any endorsements.

The Annual Aggregates described above and as shown in the Declarations are the maximum amount "we" will pay during a 12-month period beginning with the inception date of this policy or any anniversary of the inception date, regardless of the number of "occurrences", offenses, losses, claims, injured persons, damaged properties, "insureds", or involved coverages. The Annual Aggregate Limit of liability shall not be restored in any subsequent policy period with regard to any "occurrence" or "occurrences" during a prior policy period.

"We" will pay no more than these maximums regardless of the number of "insureds", injured persons, claims, claimants, lawsuits, or policies involved in any "occurrence".

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

Condition **2.d. Your Duties After a Loss** is amended as indicated:

- d. Cooperate with “us” and assist “us” in any matter relating to a claim or suit, including “our” request to supply documents and records relating to a claim or suit;

Condition **7. Concealment Or Misrepresentation** is deleted and replaced with the following:

7. Concealment Or Misrepresentation

“We” may deny coverage if “you” or any “insured” has:

- a. Concealed or misrepresented any material fact or circumstance; or
- b. Made false statements,

whether before or after any loss, “occurrence”, application for coverage, or claim for which coverage is sought under this policy.

GENERAL POLICY CONDITIONS

Condition **1. Liberalization Clause** is deleted and replaced with the following:

1. Liberalization Clause

If any coverage under this policy is broadened without charge and prior to a loss during the policy period, this policy will automatically provide the broadened coverage when it becomes effective.

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

- a. A subsequent edition of this policy; or
- b. An endorsement.

Condition **3. Cancellation** is deleted and replaced with the following:

3. Cancellation

The term cancel or cancellation in this provision refers to the termination of the policy during the policy term.

- a. The first Named Insured or “your” agent, at “your” request, may cancel this policy at any time by:
 - 1) Returning this policy to “us”; or
 - 2) Mailing or delivering a written request for cancellation to “us”.

Unless otherwise stated in the request, the cancellation will be effective on the date of receipt of the request for cancellation by “us”.

- b. “We” may cancel this policy for any of the reasons stated below by notifying the first Named Insured in writing the date cancellation takes effect. This cancellation notice may be delivered to the first Named Insured or mailed to the first Named Insured at the mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
- c. “We” may cancel this policy by notifying the first Named Insured at least:
 - 1) 10 days prior to the effective date of cancellation for nonpayment of premium;
 - 2) 30 days prior to the effective date of cancellation when cancellation is for:
 - a) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder or a violation of any of the terms or conditions of a policy;
 - b) Changes in conditions after the effective date of the policy which have materially increased the hazards originally insured;
 - c) “Our” insolvency; or
 - d) “We” involuntarily lose reinsurance for this policy.
 - 3) 30 days prior to the effective date of cancellation for any other reasons.
- d. If this policy is cancelled, “we” will return the pro rata unused share of “your” premium.

*Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.*

Condition 4. **Nonrenewal** is deleted and replaced with the following:

4. Nonrenewal

The term nonrenew in this provision means a termination of the policy at the end of the policy contract period.

“We” may elect not to renew this policy. “We” may do so by delivering or mailing to the first Named Insured, at the last known address shown in the Declarations, written notice at least 30 days before the expiration date of the policy. Proof of mailing will be sufficient proof of notice.

Condition 5. **Our Right To Recover Payment**

The following paragraph is added:

If payment is made to “insured” for a loss arising from an act of domestic violence, the rights of that “insured” to recover against the perpetrator are transferred to “us” to the extent of “our” payment. The “insured” receiving the payment may not waive any rights to recover against such rights to recover against the perpetrator of the domestic violence.

Under Condition 6. **Transfer Of Your Rights and Duties Under This Policy**, paragraph a. is amended as indicated:

- a. Any surviving member of the deceased’s household who was covered under this policy at the time of death, but only while a resident of the “residence premises”.

**LIMITATION OF COVERAGE PROVIDED BY
MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION**

The Missouri Property and Casualty Insurance Guaranty Association (hereafter referred to as the Association), will pay claims covered under the Missouri Property and Casualty Insurance Guaranty Association Act (hereafter referred to as the Act) if we become insolvent.

Various exclusions, conditions and limitations in the Act govern an “insured’s” eligibility to collect payment from the Association and affect the amount of any payment for a covered claim. Subject to all other provisions of the Act the following limitations apply:

- 1. The obligation of the Association shall only include that amount of each covered claim which is less than \$300,000. However, the Association shall not be obligated to an “insured” for:
 - a. An amount in excess of the face amount or the limit of insurance of the policy from which the claims arises; or
 - b. Any return of unearned premium in excess of \$25,000.
- 2. The Association shall not be obligated to pay a covered claim if the “insured” has a net worth of more than \$25 million on the later of:
 - a. The end of the “insured’s” most recent fiscal year; or
 - b. The December thirty-first of the year next preceding the date the insurer becomes insolvent;

Provided that an “insured’s” net worth on such date shall be deemed to include the aggregate net worth of the “insured” and all of its affiliates as calculated on a consolidation basis.

THE ABOVE LIMITATIONS SHALL HAVE NO EFFECT ON THE COVERAGE PROVIDED UNDER THIS POLICY.

All other terms and conditions of this policy apply.