

**Oklahoma Farm Bureau Mutual Insurance Company**

# **Premier Homeowners**

## **BASIC COVERAGE POLICY**



# Premier Homeowners Basic Coverage

## Oklahoma Farm Bureau Mutual Insurance Company

2501 N. Stiles Oklahoma City, OK 73105

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## General Section - Premier Homeowners

This policy contains all of the coverages **you** selected in one package. It is tailored to meet **your** needs as they were represented to **us** on **your** application. The Acceptance of Policy provision applies to the Company as shown on the Declarations Page.

This Section includes:

Insuring Agreement, Organization of **Your** Policy, Policy Sections, Declarations, Endorsements, Definitions, When a Loss Occurs, **Your** Responsibilities, and Conditions.

### Insuring Agreement

**We** agree with **you**, in return for **your** prepaid premium payment, to provide insurance subject to all the terms of this policy. The coverages provided, the limits of **our** liability and the premiums are shown on the Declarations page of this policy.

### Organization of Your Policy

This policy is organized into sections for each part of the policy **you** chose. The Declarations page tells **you** what coverage **you** have at any particular time.

### Policy Sections

#### General Section

This section contains general information about **your** policy. It includes provisions which apply to the entire policy, including any endorsements. Provisions in the **General Section** apply to all the sections and parts included in this policy. Additional provisions that are specific to only certain coverages are located in the sections and coverage parts to which they apply.

#### Property Section - I

This section contains the provisions which insure **your** home and/or personal property.

#### Coverage Part

The Coverage Part **you** selected includes the provisions which describe the property coverage **you** chose, as shown on the Declarations Page.

#### Personal Liability Section - II

This section contains the liability and medical coverage part to protect **you** from the potential liability exposures created by the occupancy or use of **your** insured property and **your** personal activities.

### Declarations

The Declarations page at the beginning of **your** policy is part of **your** insurance contract. It lists or declares the property and liability exposures **we** agreed to insure. The Declarations page provides specific information about each coverage including deductibles, covered perils, and the amounts of coverage provided for each exposure.

### Endorsements

The Declarations page may also list one or more endorsements or amendments which expand or reduce **your** coverage. The endorsements allow **us** to tailor **your** policy more closely to **your** specific needs.

### Deductible

**We** will pay for loss to covered property minus the deductible, shown on the Declarations page.

### Definitions Used Throughout This Policy

The terms defined below appear in bold type throughout this policy:

1. **"You"** and **"your"** mean the Policyholder named on the Declarations page, and spouse, if living in the same household.
2. **"We"**, **"us"** and **"our"** mean the Company as named on the Declarations page.
3. **"Bodily injury"** means bodily injury, sickness or disease, and includes care, loss of services and resulting death.
4. **"Business"** means:
  - a. any full or part-time trade, profession or occupation; and
  - b. the rental or holding for rental of any premises by an **insured person**.

But **"Business"** does not mean:

- c. occasional rental or holding for rental of the **residence premises** for use as a dwelling;
  - d. rental or holding for rental of part of the **residence premises** for use as a dwelling, unless the rental is to three or more roomers or boarders; and
  - e. rental or holding for rental of part of the **residence premises** as a private garage, office, school or studio.
5. **"Fungus"** means any type or form of **fungus**, including mold, mildew or bacteria, and any mycotoxins, spores, scents or by-products produced or released by fungi.

6. **"Insured Person"** means:
  - a. **you**;
  - b. **your** relatives residing in **your** household; and
  - c. any other person under the age of 21 residing in **your** household, who is in **your** care or the care of a resident relative.
7. **"Insured Premises"** means:
  - a. the **residence premises**;
  - b. any other premises acquired by **you** during the term of this policy which **you** intend to use as a **residence premises**;
  - c. the part of any other premises where **you** reside and which is shown on the Declarations page;
  - d. any part of a premises not owned by an **insured person** where the **insured person** may be temporarily residing or which an **insured person** may occasionally rent for non-**business** purposes;
  - e. vacant land, other than farmland, owned by or rented to an **insured person**;
  - f. cemetery plots or burial vaults owned by an **insured person**;
  - g. land on which a single or two family residence is being built for an **insured person**, if the land is owned by or rented to the **insured person**; and
  - h. any structures or grounds used by **you** in connection with **your residence premises**.
8. **"Occurrence"** means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage**. All **bodily injury** and **property damage** resulting from a common cause shall be considered the result of one **"occurrence"**.
9. **"Property damage"** means physical injury to or destruction of tangible property, including loss of its use.
10. **"Residence Employee"** means an employee of an **insured person** whose duties are in connection with the maintenance or use of the **residence premises**, or who performs similar duties elsewhere not in connection with an **insured person's business**.
11. **"Residence Premises"** means the one or two-family dwelling where **you** reside, including the building, the grounds and other structures on the grounds and which is described on the Declarations page.

### When a Loss Occurs

#### 1. Notification

If a covered loss occurs, the **insured person** must give **us** immediate written notice, including:

- a. **your** name and policy number;
- b. the time, place and circumstances of the accident, **occurrence** or loss; and
- c. the names and addresses of injured persons and witnesses.

In case of theft, also notify the police. In case of loss under Credit Card, Charge Plate, Fund Transfer Card and Check Forgery Coverages, also notify the issuer of card or plate or the bank.

#### 2. Our Duty After Loss

Within 45 days after receipt of a proof of loss, **we** will submit to **you** a written offer of settlement or a rejection of **your** claim.

#### 3. How Losses Are Settled

Loss settlement is determined by the particular covered perils **you** chose, which are included in the Coverage Part attached to this policy.

#### 4. Our Payment of Loss

**We** will adjust any loss with **you**, and pay **you** unless another payee is named on the Declarations page. **We** will pay within 60 days after **we** receive **your** proof of loss and the amount of loss is finally determined by agreement between **you** and **us**, a court judgment or an appraisal award.

#### 5. Other Insurance

If both this and other insurance apply to a loss, **we** will pay our share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

### Your Responsibilities

#### 1. After a Loss Occurs

- a. protect the property from further damage, making necessary and reasonable repairs to protect the property, and keeping records of the cost of repairs;
- b. make a list of all damaged or destroyed property, showing in detail, quantities, costs, actual cash value and amount of loss claimed;
- c. send to **us**, within 60 days after loss, the above list and a proof of loss signed and sworn to by the **insured person**, including:
  - (1) the information reported in **When a Loss Occurs, 1. Notification** above;
  - (2) the interest of **insured persons** and all others in the property;
  - (3) all encumbrances on the property;
  - (4) other policies covering the loss;
  - (5) changes in title, use, occupancy or possession of the property; and
  - (6) if required, any plans and specifications of the damaged buildings or fixtures;

- d. exhibit the damaged property to **us** and **our** representatives, as often as may be reasonably required;
- e. submit to statements and examinations, while not in the presence of any other **insured person**, under oath by any person named by **us** and sign the transcript of the examinations;
- f. produce for examination, with permission to copy, all books of account, bills, invoices, receipts and other vouchers as **we** may reasonably require;
- g. produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records pertaining to any loss of rental income;
- h. send **us** promptly any legal papers received relating to any claims or suit; and
- i. cooperate with **us** and assist **us** in any matter relating to a claim or suit.

## 2. Appraisal

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the county where the **residence premises** is located to select an umpire.

The appraisers shall then appraise the loss, stating separately the loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally pay expenses for the umpire and all other expenses of the appraisal.

## 3. Abandoned Property

**We** are not obliged to accept abandoned property.

## 4. Suit Against Us

**We** may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.

## 5. Permission Granted To You

**You** may make alterations, additions and repairs to **your** building and complete structures under construction. The **residence premises** may be vacant or unoccupied without limit of time, except where this policy specifies otherwise.

## Conditions

### 1. Assignment

Interest in this policy may not be transferred without **our** written consent. But, if the Policyholder named on the Declarations page or the spouse of the Policyholder residing in the same household dies, the policy will cover:

- a. any surviving member of the deceased's household who was covered under this policy at the time of death, but only while a resident of the **insured premises**;
- b. the legal representative of the deceased person while acting within that capacity; and
- c. any person having proper custody of insured property until a legal representative is appointed.

### 2. Cancellation or Nonrenewal

- a. **You** may cancel this policy at any time by returning it to **us** or by notifying **us** in writing of the date cancellation is to take effect.
- b. **We** may cancel this policy only for the reasons stated in this Condition by notifying **you** in writing of the date cancellation takes effect.

This cancellation notice may be delivered to **you** or mailed to **you** at **your** mailing address shown on the Declarations page. Proof of mailing shall be sufficient proof of notice.

- (1) When **you** have not paid the premium, whether payable to **us** by cash or under any finance or credit plan, **we** may cancel at any time by notifying **you** at least 10 days before the date cancellation takes effect.
  - (2) When this policy has been in effect for less than 45 business days and is not a renewal with **us**, **we** may cancel for any reason by notifying **you** at least 10 days before the date cancellation takes effect.
  - (3) When this policy has been in effect for 45 business days or more, or at any time if it is a renewal with **us**, **we** may cancel if there has been a material misrepresentation of fact which, if known to **us**, would have caused **us** not to issue the policy or if the risk has changed substantially since the policy was issued. This can be done by notifying **you** at least 30 days before the date cancellation takes effect.
  - (4) When this policy is written for a period longer than one year, **we** may cancel for any reason at anniversary by notifying **you** at least 30 days before the date cancellation takes effect.
- c. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded. When **you** request cancellation, the return premium will be based on **our** short rate table. When **we** cancel, the return premium will be pro rata.
  - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to **us**, **we** will refund the premium within a reasonable time after the date cancellation takes effect.
  - e. If **we** decide not to renew or not to continue this policy, **we** will notify **you** not less than 30 days before the end of the policy period. **We** will mail to **you** or deliver to **you** notice of nonrenewal at the address shown on the Declarations page. Proof of mailing shall be sufficient proof of notice.

## 3. Concealment or Fraud

- a. SECTION 3613.1 OF TITLE 36 OF THE OKLAHOMA STATUTES: "**Warning: any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**"
- b. This entire policy is voidable if an **insured person** has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, or acted fraudulently or made false statements relating to this insurance.

## 4. Changes

This policy and the Declarations page include all the agreements between **you** and **us** relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by **us**. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change. If any coverage **you** have under this policy is broadened without charge during the policy period, this policy will automatically provide the broadened coverage when effective.

## 5. Our Right To Recover Payment

After making payment under this policy, **we** will have the right to recover to the extent of **our** payment from anyone held responsible. This right will not apply under the **Property Section** if **you** have waived it in writing prior to loss. The **insured person** will do whatever is required to transfer this right to **us**.

This condition does not apply under the **Personal Liability Section to Coverage F - Medical Payments to Others** or **Additional Coverages - Personal Liability Damage To Property of Others**.

## 6. Policy Period

This policy applies to losses, **bodily injury** or **property damage** which occur during the policy period. It may be renewed for successive policy periods if the required premium is paid and accepted by **us** on or before the expiration of the current policy period. The premium will be computed at **our** then current rate for coverage then offered.

## 7. Conformity With Statute

Should any terms of this policy be in conflict with the statutes of Oklahoma, the terms are amended to conform with such statutes.

## 8. Insurable Interest

**We** will not pay more than the insurable interest an **insured person** has in the covered property at the time of loss.

## 9. No Benefit To Bailee

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

## Property Section - I

This Section, combined with the **General Section** and the Coverage Part, provides the property coverage **you** selected, as identified on the Declarations page.

This Section includes:

Dwelling - Coverage A, Other Structures - Coverage B, Personal Property - Coverage C, Exclusions, Special Limits on Certain Property, Additional Living Expenses and Loss of Rents - Coverage D, Additional Coverages, Deductible, and Property Conditions.

### Dwelling - Coverage A

**We** cover:

1. **your** dwelling, including structures attached to it, at the **residence premises**. The dwelling must be used principally as a private residence.
2. construction material at the **residence premises** for use in connection with **your** dwelling.

### Other Structures - Coverage B

**We** cover:

1. other structures at the **residence premises**
  - a. not attached to the dwelling, or
  - b. connected to the dwelling by only a utility line, fence or similar connection.
2. construction material at the **residence premises** for use in connection with the other structures.

**We** do not cover loss to structures used to any extent for **business** purposes.

### Personal Property - Coverage C

**We** cover personal property owned or used by an **insured person** anywhere in the world. Any personal property, which is usually at a residence other than the **residence premises**, is covered for up to 10% of the **Personal Property - Coverage C** limit, but not less than \$1,000. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after **you** begin to move there.

If **you** ask **us** to, **we** will cover personal property owned by others while it is on the part of the **residence premises** occupied by an **insured person**. Also, if **you** ask **us**, **we** will cover personal property of a houseguest or **residence employee** in any residence of an **insured person**.

**We** do not cover:

1. animals, birds or fish.
2. land motorized vehicles and their parts, equipment and accessories while in or upon the vehicles. **We** do provide coverage if the land motor vehicle is not subject to motor vehicle registration and it is:
  - a. used exclusively to service the **residence premises** - except **we** do not cover all-terrain vehicles (ATV's), recreational off-road vehicles, utility vehicles or vehicles with less than 4 wheels; or
  - b. kept in dead storage on the **residence premises**.
3. aircraft, and their tires, parts, equipment and accessories.
4. property of roomers and boarders not related to an **insured person**, or property of tenants.
5. property rented or held for rental to others by an **insured person**. But, **we** do cover that property while on the part of the **residence premises** used exclusively by an **insured person** or roomers and boarders.
6. property in that part of the **residence premises** rented or held for rental to others (except roomers or boarders) by an **insured person**.
7. electronic equipment and other devices used exclusively to send or receive audio, visual, or data signals, or play back recorded media which may be operated by power from the electrical system of a land motorized vehicle while in or upon that vehicle. Accessories to these devices, including antennas and recorded media are not covered while in or upon a land motorized vehicle.
8. property specifically described and insured by this or any other insurance.

### Special Limits on Certain Property

Special limits apply to the following groups of personal property. These limits do not increase the amount of insurance under **Personal Property - Coverage C**. The limit of insurance for each group is the maximum **we** will pay for any one **occurrence** for all property included in the group.

#### Limit of Insurance Personal Property Group

- |            |  |
|------------|--|
| 1. \$ 200  | Money, bank notes, bullion, coins and medals and other numismatic property, and precious metals including platinum, gold and silver, but not goldware or silverware.                                       |
| 2. \$1,000 | Securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, passports, manuscripts, tickets, stamps and other philatelic property.                                      |
| 3. \$1,000 | Cemetery markers, headstones and urns.   |
| 4. \$1,000 | Watercraft, including their trailers, furnishings, equipment and outboard motors.  |
| 5. \$1,000 | Trailers not used to tow watercraft.   |
| 6. \$1,000 | Theft of jewelry, watches, precious and semiprecious stones and furs, including any article containing fur which represents its principal value.   |
| 7. \$2,000 | Theft of guns.   |
| 8. \$2,500 | Theft of silverware, goldware and pewterware.  |
| 9. \$5,000 | Electronic data processing equipment and the recording or storage media used with that equipment, whether or not it is <b>business</b> property, while used principally on the <b>residence premises</b> . |
| 10. \$ 500 | Property used or intended for use in a <b>business</b> , not including electronic data processing equipment or the recording or storage media used with that equipment.                                    |

### Additional Living Expense And Loss of Rents- Coverage D

If a covered loss makes **your residence premises** uninhabitable, **we** will pay, at **your** option, either:

1. the reasonable increase in **your** living expenses necessary to maintain **your** normal standard of living while **you** live elsewhere; or
2. the fair rental value of the part of the **residence premises** where **you** reside, less any charges and expenses which do not continue while the **residence premises** is uninhabitable.

**We** will pay for the shortest time needed:

1. to repair or replace the damaged property; or
2. for **you** to permanently relocate.

**We** will also pay for **your** loss of normal rents resulting from a covered loss while the rented part of a **residence premises** is uninhabitable, less charges and expenses which do not continue during that time. **We** will pay this loss of normal rents only for the shortest time needed to make the rented part habitable.

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

These periods of time will not be shortened by the expiration of this policy.

**We** will not pay for loss or expense due to the cancellation of a lease or agreement.

No deductible will apply to these coverages.

### Additional Coverages

#### 1. Debris Removal

**We** will pay reasonable expenses **you** incur to remove debris of covered property following a loss from a peril **we** insure against.

If the cost to repair or replace that property, plus the cost of its debris removal, is more than the applicable limit of liability for the property, **we** will pay up to an additional 5% of the limit of liability shown on the Declarations page for the property.

**We** will also pay up to \$500 in the aggregate for any one loss for reasonable expenses incurred by **you** in removing any fallen trees from the **residence premises** if:

- a. the trees damage covered property;
- b. the falling of the trees is caused by any peril **we** insure against; and
- c. this coverage is not provided elsewhere in this policy.

#### 2. Fire Department Service Charges

**We** will pay up to \$500 for **your** liability under an agreement for service charges made by a fire department when called to protect **your** covered property from a peril **we** insure against.

Payments are in addition to the amount of insurance applying to the loss.

No deductible applies to this coverage.

#### 3. Credit Card, Charge Plate, Fund Transfer Card, Check Forgery and Counterfeit Money Coverages

##### a. Credit Card, Charge Plate and Fund Transfer Card Coverage.

If an **insured person** is legally required to pay for the unauthorized use of a credit card or charge plate issued to the **insured person**, **we** will cover the loss.

**We** will also pay for loss which results from unauthorized use of a fund transfer card issued to an **insured person**. A fund transfer card is one used for deposit, withdrawal or transfer of funds.

But **we** will not cover use of the credit card, charge plate or fund transfer card by a resident of **your** household. **We** also will not cover use by someone to whom an **insured person** has given the card or plate. **We** will not cover any use unless the **insured person** has met all the terms under which the card or plate was issued.

##### b. Check Forgery Coverage

**We** cover loss to an **insured person** caused by forgery or alteration of a check. This includes all negotiable instruments.

##### c. Counterfeit Money Coverage

**We** cover loss sustained by an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.

**We** will not pay more than \$1,000 for any one **occurrence** involving one or more of these coverages.

**We** do not cover any loss that arises from **business** pursuits or dishonesty of the **insured person**.

No deductible applies to these coverages.

If a claim is made or suit is brought against the **insured person** for liability under the Credit Card, Charge Plate or Fund Transfer Card Coverage, **we** will defend the **insured person**. **We** will use **our** lawyers and bear the expense.

**We** may at **our** option and at **our** expense, defend the **insured person** or that person's bank against a suit to enforce payment under the Check Forgery Coverage.

**We** may investigate any claim or settle any suit as **we** think appropriate. **We** will not defend after **we** have paid an amount equal to the limit of **our** liability.

#### 4. Emergency Removal of Property

**We** will pay for property damaged in any way being removed or while removed from a premises because of danger from a peril **we** insure against.

Coverage is limited to a 30 day period from date of removal. Payments will not increase the amount of insurance applying to the covered property.

#### 5. Necessary Repairs After Loss

**We** will pay the reasonable cost of necessary repairs made solely to protect covered property from additional damage following a loss from a peril **we** insure against. Payments will not increase the amount of insurance applying to the covered property.

#### 6. Trees, Shrubs, Plants and Lawns

**We** will pay up to 5% of the **Coverage A – Dwelling** limit of liability shown on the Declarations page, for loss at the **residence premises** to trees, shrubs, plants, and lawns.

Coverage applies to loss caused by the following perils **we** insure against: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by an occupant of the **residence premises**, Vandalism or Malicious Mischief or Theft. Payments are in addition to the amount of insurance applying to Dwelling Coverage.

We will not pay for:

- a. more than \$500 on any one tree, shrub or plant;
- b. trees, shrubs, plants or lawns grown for **business** purposes.

## Deductible

We will pay for loss to covered property minus the deductible, shown in the Declarations.

## Property Conditions

These **Conditions** are in addition to those shown in the **General Section**.

### 1. Loss To A Pair or Set

We may repair or replace any part of the pair or set to restore it to its value before the loss, or we may pay the difference between the actual cash value of the property before and after the loss.

### 2. Our Payment of Loss

We will adjust any loss with you, and pay you unless another payee is named on the Declarations page. We will pay within 60 days after we receive your proof of loss and the amount of loss is finally determined by agreement between you and us, a court judgment or an appraisal award.

### 3. Mortgagee

A loss shall be payable to any mortgagee named in the Declarations, to the extent of their interests and in the order of precedence. Mortgagee includes a trustee under a trust deed or a contract seller under a land contract.

#### Our Duties

We will:

- a. protect the mortgagee's interests in the insured building; and
- b. give the mortgagee 10 days notice before canceling this policy.

#### Mortgagee's Duties

The mortgagee will:

- a. furnish proof of loss within 60 days if the **insured person** fails to do so;
- b. pay upon demand any premium due if the **insured person** fails to do so;
- c. notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d. give us the right of recovery against any party liable for loss; but giving us this right will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim; and
- e. after a loss, permit us to satisfy the mortgagee requirement and receive full transfer of the mortgage.

## Basic Coverage Part

This Coverage part, combined with the **General Section** and the **Property Section**, provides the property coverages you selected, as identified on the Declarations page.

This Coverage part includes:

Perils We Insure Against, Exclusions, and How Losses are Settled.

### Perils We Insure Against

We cover direct loss to property covered under **Dwelling - Coverage A, Other Structures - Coverage B** and **Personal Property - Coverage C** caused by:

#### 1. Fire or Lightning

#### 2. Windstorm or Hail

This does not include loss:

- a. caused directly or indirectly by frost, cold weather, ice, snow or sleet whether driven by wind or not;
- b. to the interior of any building, or property within, caused by rain, snow, sand, sleet or dust unless the building is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet or dust enters; or
- c. to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed building.

**3. Explosion** - But this does not include explosion of steam boilers, steam pipes, steam turbines, steam engines, rupture or bursting of water pipes or pressure relief valves.

**4. Riot or Civil Commotion**, including direct loss from pillage and looting during and at the site of the riot or civil commotion.

**5. Aircraft**, including self-propelled missiles and spacecraft.

#### 6. Vehicles

This peril does not apply to loss to fences, driveways and walks caused by vehicles owned or operated by an occupant of the **residence premises**.

**7. Smoke**, if the loss is sudden and accidental. This peril does not apply to loss caused by smoke from agricultural smudging or industrial operations.

### 8. Vandalism or Malicious Mischief

This peril does not apply to loss at any **residence premises** which has been vacant for more than 30 consecutive days immediately preceding the loss. A building under construction is not considered to be vacant.

**9. Breakage of Glass** or safety glazing materials, which is part of the building. We will not pay for loss at any **residence premises** if it has been vacant for more than 30 consecutive days immediately preceding the loss. A building under construction is not considered to be vacant. If law requires broken or damaged glass to be replaced with safety glazing materials, we will pay that cost.

**10. Theft or Attempted Theft**, including loss of property from a known place if it is likely that a theft has occurred.

a. This peril does not apply to theft:

- (1) committed by an **insured person**; or
- (2) in or from a dwelling under construction or of construction material and supplies until completed and occupied.

b. This peril does not apply to theft of the following from the part of the **residence premises** usually occupied by an **insured person** when it is rented to others:

- (1) money, bank notes, bullion, coins and medals and other numismatic property, and precious metals including platinum, gold and silver, but not goldware or silverware.
- (2) securities, manuscripts, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, tickets, stamps and other philatelic property.
- (3) jewelry, watches, precious and semiprecious stones and furs, including any article containing fur which represents its principal value.
- (4) any property if the theft is by any person renting that part of the **residence premises**.

c. This peril does not apply away from the **residence premises** to theft of:

- (1) property while in any other dwelling or its premises owned, rented or occupied by an **insured person** except while an **insured person** is temporarily residing there. Property of an **insured person** who is a student is covered at a residence away from home if the student has been there at any time during the 45 days immediately before the loss.
- (2) watercraft and its equipment, outboard motors, campers and trailers.

### Exclusions - Losses We Do Not Cover

We do not cover loss resulting directly or indirectly from any of the following, and we do not cover any such loss regardless of any other peril or event contributing concurrently or in any sequence to the loss, whether the peril or event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

1. enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. We do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by a peril we insure against.
2. earthquake, landslide, mudflow, earth sinking, rising or shifting, or eruption, explosion or effusion of a volcano. We do cover direct loss that follows caused by fire, explosion, breakage of glass or theft.
3. water damage meaning:
  - a. flood, surface water, waves, tidal water or overflow of a body of water. We do not cover spray from any of these, whether or not driven by wind;
  - b. water which backs up through sewers or drains; or
  - c. water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

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

4. failure or interruption of power or other utility service which occurs away from the **residence premises**. We will pay for loss caused solely by a peril we insure against that ensues at the **residence premises**.
5. neglect of an **insured person** to use all reasonable means to protect covered property at and after the time of loss.
6. war (declared or undeclared), civil war, insurrection, rebellion or revolution.
7. nuclear action, meaning nuclear reaction, radiation, radioactive contamination or discharge of a nuclear weapon even if accidental, or any consequence of any of these. Loss caused by nuclear action is not considered loss by perils of Fire, Explosion or Smoke.

Direct loss by fire resulting from nuclear action is covered.

8. sonic booms.
9. an action by or at the direction of an **insured person** committed with the intent to cause a loss.
10. any loss while the dwelling is being moved, including the period of time when leveling blocks or jacks are removed and all utilities have been disconnected.

11. **fungus**, wet rot or dry rot. This exclusion applies whether or not the **fungus**, wet rot or dry rot arises from any other cause of loss.

This exclusion applies to losses including, but not limited to:

- a. any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, resulting from **fungus**, wet rot or dry rot;
  - b. any remediation of **fungus**, including but not limited to the cost to:
    - (1) treat, remove, or dispose of the **fungus**, wet rot or dry rot as required to repair, restore or replace covered property, or
    - (2) tear out and replace any part of the building or other property as needed to gain access to the **fungus**, wet rot or dry rot; or
  - c. the cost of any investigation, testing or monitoring to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.
12. any reduction in the value of property covered under this policy after it has been repaired as compared to its value before it was damaged.

### How Losses Are Settled

1. Loss will be settled at actual cash value at the time of loss, subject to the following:

**We** will pay no more than the smallest of:

- a. **our** cost to replace at the time of loss,
  - b. the cost of repair,
  - c. the applicable limit of liability shown on the Declarations page, or
  - d. any special limit of liability stated in this policy.
2. **We** may make a cash settlement and take all or part of the property at its appraised or agreed on value, or repair or replace all or part of the property with property of like kind and quality. **We** must give **you** notice of our intention within 30 days after **we** receive **your** proof of loss.

## Personal Liability Section - II

This Section, combined with the **General Section**, provides personal liability coverage, as identified on the Declarations page.

This Section includes:

Personal Liability Definitions, Personal Liability - Coverage E, Medical Payments to Others - Coverage F, Additional Coverages, Exclusions, and Personal Liability Conditions.

### Personal Liability Definitions

These Definitions are in addition to those shown in the **General Section**.

1. "**Insured person**" means:
  - a. any person or organization legally responsible for animals or watercraft covered by this policy and owned by an **insured person** as defined in the **General Section**. But, **we** will cover that 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 in the course of any **business** or without permission of the owners.
  - b. with respect to any vehicle covered by this policy, any employee of an **insured person** as defined in the **General Section**, while engaged in the employment of that person.
  - c. with respect to a vehicle covered by this policy, any other person using the vehicle with **your** permission on an **insured premises**.
2. "**Association**" means the membership of all property owners in a housing development.

### Personal Liability - Coverage E

**We** will pay all sums arising out of an **occurrence** which an **insured person** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** covered by this policy.

If a claim is made or suit is brought against the **insured person** for liability under this coverage, **we** will defend the **insured person** at **our** expense, using lawyers of **our** choice. **We** are not obligated to defend after **we** have paid an amount equal to the limit of **our** liability. **We** may investigate or settle any claim or suit as **we** think appropriate.

### Medical Payments to Others - Coverage F

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

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

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

**We** do not cover injury to:

1. **insured persons**;
2. any other person, except a **residence employee**, who resides regularly on any part of an **insured premises**.

**We** may pay the injured person or the party that renders the medical services.

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

### Additional Coverages

**We** will pay, in addition to **our** limit of liability:

#### 1. Damage To Property of Others

Up to \$500 per **occurrence** for **property damage** to property owned by others caused by an **insured person**. Payment will be on a replacement cost basis. But, **we** will not pay for **property damage**:

- a. caused intentionally by an **insured person** who has attained the age of 13;
- b. to property owned by or rented to any **insured person**, any tenant of an **insured person** or any resident of **your** household;
- c. arising out of:
  - (1) any act or omission in connection with a premises (other than **insured premises**) owned, rented or controlled by an **insured person**;
  - (2) **business** pursuits; or
  - (3) ownership, maintenance or use of a land motor vehicle, trailer, aircraft or watercraft;
- d. to property insured under the **Property Section** of this policy.

#### 2. The Following Expenses

- a. All costs **we** incur in the settlement of any claim or defense of any suit,
- b. interest on the entire amount of damages awarded in any suit **we** defend accruing after judgment is entered and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability,
- c. premiums on bonds required in any suit **we** defend. But, **we** will not pay the premium for any portion of a bond amount that is greater than **our** limit of liability. **We** have no obligation to apply for or furnish bonds,
- d. loss of earnings up to \$50 a day, but not other income, when **we** ask **you** to help **us** investigate or defend any claim or suit, and
- e. any other reasonable expenses incurred at **our** request.

#### 3. First Aid Expenses

Expenses for immediate medical and surgical treatment for other persons at the time of the accident. **We** will pay only expenses which an **insured person** incurs for treatment of **bodily injury** covered by this policy.

#### 4. Loss Assessment

**We** will pay up to \$1,000 for **your** share of loss assessment charged against all property owners during the policy period by a corporation or **association**, when assessment is made as a result of:

- a. a direct loss to property owned collectively by all members of the **association**, caused by a **Peril We Insure Against** in the **Property Section** of this policy.
- b. **bodily injury** or **property damage** to which **Personal Liability** coverage would apply.
- c. liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:
  - (1) the director, officer or trustee is elected by the members of a corporation or **association**; and
  - (2) the director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or **association**.

This coverage applies only to loss assessments charged against **you** as owner of the **residence premises**. **We** do not cover loss assessments charged against **you** or a corporation or **association** of property owners by any governmental body.

### Exclusions

Under **Personal Liability - Coverage E** and **Medical Payments to Others - Coverage F**, **we** do not cover:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, use or negligent entrustment of:
  - a. aircraft, and their tires, parts, equipment, and accessories.
  - b. a land motor vehicle for use on public roads owned or operated by or rented or loaned to an **insured person**.

**We** do provide coverage if the land motor vehicle is not subject to motor vehicle registration because it is:

- (1) used exclusively to service the **insured premises** - except **we** do not cover all-terrain vehicles (ATV's), recreational off-road vehicles, utility vehicles or vehicles with less than 4 wheels; or
- (2) kept in dead storage on the **insured premises**;
- c. a land motor vehicle, other than a golf cart while used for golfing, if the **bodily injury** or **property damage** occurs away from the **insured premises**;

- d. watercraft not located on the **insured premises**:
  - (1) owned by an **insured person** if it has inboard or inboard-outdrive motor power;
  - (2) rented to an **insured person** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
  - (3) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length; or
  - (4) powered by one or more outboard motors with more than 25 total horsepower owned by an **insured person** at the inception of this policy. But this subdivision (4) does not apply if **you** write **us** within 45 days from the acquisition date that **you** want coverage.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of employment by an **insured person**.

2. **bodily injury** or **property damage** arising out of the rendering or failing to render professional services.
3. **bodily injury** or **property damage** arising out of **business** activities of an **insured person**. But, **we** will cover activities of that person not ordinarily incident to the **business**.
4. **bodily injury** or **property damage** arising out of any premises owned, rented or controlled by an **insured person** which is not an **insured premises**.

But, **we** will cover **bodily injury** to a **residence employee** arising out of and in the course of employment by an **insured person** at such premises.

5. **bodily injury** or **property damage** expected or intended by or at the direction of an **insured person**.
6. **bodily injury** or **property damage** arising out of an illegal act by or at the direction of an **insured person**.
7. **bodily injury** or **property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion or revolution.
8. **bodily injury** or **property damage** which arises out of the transmission of a communicable disease by an **insured person**.
9. **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water course or body of water.

But, this exclusion does not apply to **bodily injury** resulting from the accidental above ground contact with herbicides, pesticides, fungicides and fertilizers caused by the application of the same to an **insured premises** which results in medical treatment within one year (365 days) of said application.

10. **bodily injury**, **property damage**, or medical expenses arising out of or resulting from any actual, alleged or threatened sexual molestation, act, abuse, harassment, including any failure to supervise or negligent supervision of any person.

**We** have no duty to defend or settle any sexual molestation claim or suit against an **insured person** or any employee of an **insured person**, or any other person.

11. claims or suits, and any included defense costs, seeking damages against any **insured person** for personal injury. Personal injury means any injury resulting from one or more of the following:
  - a. false arrest, imprisonment, malicious prosecution and detention.
  - b. wrongful eviction, wrongful entry, invasion of rights of privacy.
  - c. libel, slander, defamation of character.

**We** have no duty to defend or settle any personal injury claim or suit against an **insured person** or any employee of an **insured person**, or any other person.

12. **bodily injury** or **property damage** which, in whole or in part, arises out of, is aggravated by or results from **fungus**, wet rot or dry rot.
13. liability imposed upon any **insured person** by any governmental authority for any loss which, in whole or in part, arises out of, is aggravated by or results from **fungus**, wet rot or dry rot.

## Exclusions

Under **Personal Liability - Coverage E**, **we** do not cover:

1. liability assumed under any unwritten contract or agreement, or under a contract or agreement in connection with any **business** of an **insured person**.
2. **property damage** to property owned by an **insured person**.
3. **property damage** to property occupied or used by an **insured person** or rented to or in the care of an **insured person**. But, **we** will cover **property damage** to such property caused by fire, smoke or explosion.
4. **bodily injury** to a person if an **insured person** has or is required to have a policy providing workers' compensation, non-occupational disability or occupational disease benefits covering the **bodily injury**.

5. **bodily injury** or **property damage** when an **insured person** is covered under a nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted.
6. **bodily injury** or **property damage** awards against an **insured person** in the form of exemplary or punitive damages.
7. **bodily injury** to:
  - a. **you**;
  - b. **your** relatives residing in **your** household; and
  - c. any other person under the age of 21 residing in **your** household who is in **your** care or the care of a resident relative.

## Exclusions

Under **Medical Payments to Others - Coverage F**, **we** do not cover:

1. **bodily injury** to a person who is entitled to benefits which are provided or required to be provided under any workers' compensation, non occupational disability or occupational disease law.
2. **bodily injury** from any nuclear reaction, radiation or radioactive contamination or any consequence of any of these.

## Personal Liability Conditions

These **Conditions** are in addition to those shown in the **General Section**.

### 1. Duties of an Injured Person - Medical Payments to Others Coverage - Coverage F

The injured person or someone acting on behalf of the injured person will:

- a. give **us**, as soon as possible, written proof of claim under oath, if possible.
- b. submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require; and
- c. authorize **us** to obtain medical and other records.

### 2. Limits of Liability

Regardless of the number of **insured persons**, injured persons, claims made or suits brought, **our** liability is limited as follows:

- a. As respects **Personal Liability - Coverage E**, the limit of liability stated on the Declarations page is the total limit of **our** liability for all damages resulting from any one **occurrence**.
- b. As respects **Medical Payments to Others - Coverage F**, the limit of liability stated on the Declarations page as applicable to "each person" is **our** limit of liability for all medical expenses for **bodily injury** to any one person as the result of any one accident. Subject to the limit for "each person", **our** limit for **bodily injury** to two or more persons in any one accident shall not exceed the limit of liability stated on the Declarations page as applicable to "each accident".

### 3. Severability of Insurance

This insurance applies separately to each **insured person** against whom claim is made or suit is brought, subject to **our** limits of liability for each **occurrence**.

### 4. Suit Against Us

**We** may not be sued under the **Personal Liability - Coverage E** until the obligation of an **insured person** to pay is finally determined either by judgment against the person after actual trial or by written agreement of the person, the claimant and **us**. No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

### 5. Bankruptcy

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

### 6. Other Insurance - Personal Liability - Coverage E

This insurance is excess over any other valid and collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

## Mutual Conditions

### 1. Mutuality of Policy

By accepting this policy, **you** become a member of the Oklahoma Farm Bureau Mutual Insurance Company with all the rights and privileges of a member as provided in the Company By-laws in force at the time this policy takes effect, or that may become in force during the continuance of this policy. This will entitle **you** to vote **your** membership at any annual or regularly called special meeting either in person or by proxy executed on the application for this policy.

### 2. No Contingent Liability

This policy is nonassessable.



**3. Participation In Savings and Earnings**

This policy is on the mutual or participating plan, and **you**, during the continuance of this policy, will be entitled to participate in this Company's savings and earnings as the Board of Directors may determine, in accordance with applicable law, to distribute to the policyholders of **your** class or division.

**Acceptance of Policy**

By acceptance of this policy, **you** agree that the statements in the applications and the Declarations Page are **your** agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy, as it relates to this insurance, embodies all agreements existing between yourself and **us** or any of **our** agents.

This policy is signed by the President and Assistant Secretary of the Oklahoma Farm Bureau Mutual Insurance Company at Oklahoma City, Oklahoma, and countersigned on the Declarations Page by an authorized representative of the Company.



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**President**



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**Assistant Secretary**