

FARMERS NEXT GENERATION® HOMEOWNERS POLICY  
AMENDATORY ENDORSEMENT

**NV006**  
1st Edition

It is agreed that coverage provided by this policy is modified as follows:

In **ACCURACY OF INFORMATION AND CHANGED CIRCUMSTANCES**, the last paragraph is deleted and replaced with:

You agree by acceptance of this policy and payment of premium that all information you have provided to us is accurate. We may provide you with information about your **dwelling** or this insurance. You agree to cooperate in determining if all information is correct and complete. You agree to notify us within 60 days if any information is inaccurate, incomplete or changes. You agree that if any information we use to rate or underwrite your policy, including but not limited to whether you qualify for discounts, changes or is determined by you or us to be incorrect or incomplete, we may, during the policy period, re-underwrite this insurance, including adjusting coverage and/or premium.

In **DEFINITIONS, 4. Bodily Injury**, a. is deleted and replaced with:

- a. psychological injury or effect, including by way of example but not limited to fear, depression, humiliation, anxiety, anguish, shock or distress, unless it arises from actual physical harm to the body of a person;

and the following definition is added:

- 33. Vandalism or malicious mischief** - means malicious or willful intentional physical injury or damage to property.

In **SECTION I - TYPES OF PROPERTY INSURED, Special Limits on Certain Personal Property, 4. Business property, other than electronic data processing equipment, media, and data**, subsection a., is deleted and replaced with:

- a. \$5,000 limit while on the **residence premises**; and

and **7. Securities, deeds, valuable papers and stamps** is deleted and replaced with:

**7. Securities, deeds, valuable papers and stamps**

\$1,500 limit on securities, deeds, evidences of debt, letters of credit, notes other than bank notes, legal documents and other valuable papers, personal records including, but not limited to, photographs, videos, financial and health records, manuscripts, passports, tickets, stamps and stamp collections. This limit includes the costs to research, replace or restore the information from the lost or damaged material.

In **SECTION I - PROPERTY COVERAGE, SECTION I - TYPES OF PERSONAL PROPERTY NOT INSURED, 3.**, the words "except as provided in Extensions of coverage" are added to the end of this item, and in 7., the words "designed to be operated or capable of being operated" are deleted and replaced with "designed only to be operated".

In **SECTION I - EXTENSIONS OF COVERAGE, 1. Limited water coverage**, a. (3) is deleted and replaced with:

- (3) the freezing of and a discharge, leakage or release of **water** as a result of the freezing from the **plumbing system**, heating, air-conditioning or automatic fire protection system or a **household appliance** within the **dwelling** or a **building structure**. We only cover the **water** damage from freezing if you have used reasonable care to:
  - i. maintain heat in the **dwelling** or **building structure**; or
  - ii. shut off the **water** supply and drain the **plumbing system**, other system or **household appliance** of **water**.

Under this subsection (3) we will cover loss or damage from the freezing to the covered **plumbing system**, heating, air-conditioning or automatic fire protection system or a **household appliance** from which the **water** discharged, erupted, released or overflowed;

and the following is added to **1. Limited water coverage** as new subsection h.:

h. **Water** damage under subsection a. (4) will include any **contamination** damage from any **contaminant** in the **water**.

In **SECTION I - EXTENSIONS OF COVERAGE, 3. Contents Replacement Cost - Coverage C**, c., the words "lawn, garden or" are deleted from (8), the word "and" is added at the end of (9), and (10) is deleted in its entirety.

In **SECTION I - EXTENSIONS OF COVERAGE, 4. Building Ordinance or Law**, b., the "or" is deleted at the end of (7), a ";" replaces the "." at the end of (8), and the following is added:

(9) those costs of complying with any building law that regulates the use of the **dwelling** or **separate structure**; or

(10) those costs of conforming, correcting or remedying any original or subsequent construction, addition, modification, renovation or repair to a building or other structure which did not conform to a building law in effect when the construction, modification, renovation or repair was performed.

In **SECTION I - EXTENSIONS OF COVERAGE, 5., Debris Removal**, the second paragraph is deleted and replaced with:

If the amount of loss or damage, including reimbursable debris removal expense, exceeds the applicable Coverage A, B or C **stated limit** for the type of damaged property, we will reimburse you up to an additional 5% of the applicable **stated limit** for the excess reimbursable debris removal expense you have incurred. This is additional insurance which is excess of the applicable Coverage A, B or C **stated limit**. No deductible applies to this coverage.

In **SECTION I - EXTENSIONS OF COVERAGE, 9. Identity Fraud**, e., the phrase "subsection b." is deleted from the first sentence and in e. (2) the word "collusions" is deleted and replaced with "collusion". The following sentence is added to the end of this Extension: "The policy deductible does not apply to this coverage."

In **SECTION I - EXTENSIONS OF COVERAGE, 10. Collapse of building structure or structural part of the building structure**, the following language is added to the end of the Extension:

For purposes of this Extension of Coverage only, a **building structure** means a structure fully enclosed or partially enclosed with at least one wall, and fully covered by a roof. A roof or wall does not include a temporary roof or wall structure or any kind of temporary tarp, sheeting or other covering, except a temporary roof or wall or temporary covering which has been installed for temporary purposes because of damage covered under this policy.

In **SECTION I - EXTENSIONS OF COVERAGE**, the following Extension of Coverage is added:  
**15. Pet coverage.**

We will pay reasonable amounts up to \$500 for the veterinary care, burial, disposal, injury or death of household pets owned or kept by you that are injured or die resulting from any covered loss under **SECTION I** that occurs on the **residence premises**. Settlement will be based on the monetary value of the household pets up to a maximum of \$500 for all pets in any covered loss event under **SECTION I**. For the purposes of this coverage only, a household pet is a fully domesticated animal owned by you for personal companionship, such as a dog, a cat, a reptile, a bird or a rodent. Household pet does not include any type of horse, cow, pig, sheep, goat, chicken, turkey, rooster, or captive fur-bearing animal, or any animal commonly kept for food or profit.

In **SECTION I - UNINSURED LOSS OR DAMAGE and EXCLUDED CAUSES OF LOSS OR DAMAGE, A. Uninsured Types of Loss or Damage**, is amended by the addition of the following to the last prefatory paragraph:

However, if the insured loss or damage and uninsured loss or damage cannot be segregated from each other for any reason, including by way of example but not limited to what perils caused the loss or damage or the extent or timing of the loss or damage caused by individual perils, then none of the loss or damage will be insured under this policy.

In **SECTION I - UNINSURED LOSS OR DAMAGE and EXCLUDED CAUSES OF LOSS OR DAMAGE, A. Uninsured Types of Loss or Damage, 5. Contamination** is deleted and replaced with:

**5. Contamination.**

We do not insure loss or damage consisting of, composed of or which is **contamination**, except as covered under **SECTION I - EXTENSIONS OF COVERAGE, Limited water coverage** or unless if by fire or lightning. However, even if by fire or lightning, nuclear **contamination** is not insured. Further, we do not insure any **remediation** or provide any Loss of Use or any Extensions of Coverage for expenses directly or indirectly due to, arising out of or resulting from **remediation** of any **contamination**.

In **SECTION I - UNINSURED LOSS OR DAMAGE and EXCLUDED CAUSES OF LOSS OR DAMAGE, B. Excluded Causes of Loss or Damage,**

**19. Theft.**, g., the following is added after the first sentence:

Property of an **insured** in a secured rental storage facility is covered.

**22. Animals or pests.**, the words "animals or other pests" are deleted and replaced with "animals or creatures owned or kept by an **insured** or pests".

In **SECTION I - PROPERTY CONDITIONS, 5. How we settle covered loss**, a.(1), the phrase "except for the types of property described at subsection (2) below," is deleted, and item a.(2) is deleted.

In **SECTION II - LIABILITY EXCLUSIONS, 26. Violation of ordinance, penal law or criminal acts**, where the words "**bodily injury, property damage** or" appear, they are deleted.

In **GENERAL CONDITIONS APPLYING TO THE ENTIRE POLICY, 7. Cancellation**, the phrase "in writing" is deleted from subsection a.(2), and subsections b., c. and d. are deleted and replaced with the following:

b. If the **dwelling** is foreclosed upon under the deed of trust or through any other legal means, the mortgagee may cancel this policy of insurance. The mortgagee will then be entitled to any unearned premiums from this policy.

The mortgagee must credit any unearned premium against any deficiency owed. The mortgagee must return any unearned premium not so credited to the borrower. The unearned premium will be figured using the customary pro rata procedures.

c. We may cancel this policy by mailing or delivering written notice to you. Such notice will be personally delivered to you, or mailed first class or certified to your last known mailing address. The mailing of it will be sufficient proof of notice.

We may cancel this policy only for the following reasons:

(1) non-payment of premium, whether payable to us or our agent. We may cancel at any time by notifying you at least 10 days before the date cancellation takes effect;

(2) any other reason, when this policy has been in effect for less than 70 days and is not a renewal with us. We shall notify you at least 10 days before the date cancellation takes effect; or

(3) if this policy has been in effect for 70 days or more, or at any time if it is a renewal with us, we may cancel for non-payment of premium in accordance with subsection c.(1) above. We also may cancel for one or more of the following additional reasons, in which case we shall notify you in writing at least 30 days before the date cancellation takes effect:

- i. conviction of the **insured** of a crime arising out of acts increasing the hazard insured against;
- ii. discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
- iii. discovery of:
  - (a) an act or omission; or
  - (b) a violation of any condition of the policy, which occurred after the first effective date of the current policy and substantially and materially increases the hazard insured against;
- iv. a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- v. a determination by the Commissioner that continuation of the insurer's present volume of premiums would jeopardize the insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public; or
- vi. a determination by the Commissioner that continuation of the policy would violate, or place the insurer in violation of, any provision of the Code.

d. Return of premium

Cancellation of or changes in this policy may result in a premium refund. If so, we will send it to you within 30 days after the cancellation or change takes effect. If you cancel this policy we will return the short rate unused share of the premium. If we cancel this policy, we will return the pro-rated unused share of the premium.

If the mortgagee cancels this policy pursuant to this cancellation provision, we will return the pro-rated unused share of the premium to the mortgagee.

In **GENERAL CONDITIONS APPLYING TO THE ENTIRE POLICY, 8. Refusal to renew**, the second and third paragraphs are deleted and replaced with the following:

We may elect to nonrenew by delivering to you, or mailing to you at your last known mailing address, written notice at least 30 days before the expiration date of this policy. The mailing of it will be sufficient proof of notice.

If we offer to renew, including offering to renew but conditioning the renewal as indicated above, we will deliver or mail to you a written offer in accordance with applicable state law. The mailing of it will be sufficient proof of notice.

This policy will automatically terminate at the end of the policy period if you do not accept our offer to renew it. Failure to pay the required renewal premium as we require means that you have declined our offer.

In **GENERAL CONDITIONS APPLYING TO THE ENTIRE POLICY, 15. Reciprocal provisions**, the first paragraph is deleted and replaced with the following:

This policy is made and issued in consideration of your premium payment to us. It is also issued in consideration of the information you gave to us during the application process, some of which is set out in the policy Declarations, and in consideration of the Subscription Agreement, which is provided to you and is incorporated herein by reference. You acknowledge that you have read, understood and agree to all the terms and conditions of the Subscription Agreement. Among other things, the Subscription Agreement appoints your Attorney-in-Fact, authorizes your Attorney-in-Fact to execute interinsurance policies between you and other subscribers and to perform various functions, and addresses compensation of the Attorney-in-Fact.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.