

# SPECIAL PROVISIONS

HO-300  
(Ed. 9-86)  
KANSAS

## DEFINITIONS

If Farmers Personal Liability Endorsement HO-73 is made a Part of this policy, item e. of Definition 2, "**insured location**", is deleted and replaced by the following:

- e. vacant land owned by or rented to an **insured**;

Definition 5. is deleted in all Forms and replaced by the following:

5. "**occurrence**" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a. **bodily injury**; or
- b. **property damage**

## SECTION I - PROPERTY COVERAGES

Under COVERAGE C - Personal Property, Special Limits of Liability, item 2 is deleted and replaced by the following:

2. \$1,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes, other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

Under COVERAGE C - Personal Property, Property Not Covered, item 8. is deleted and replaced by the following:

- 8. **business** data, including such data stored in;
  - a. books of account, drawings or other paper records;  
or
  - b. electronic data processing tapes, wires, records, discs or other software media.

However, we do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market.

Under ADDITIONAL COVERAGES, item 1. Debris Removal is deleted and replaced by the following:

1. Debris Removal. We will pay your reasonable expense for the removal of:

- a. debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property

contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense, is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expense, up to \$500 in the aggregate for any one loss, for the removal from the **residence premises** of:

- a. your tree felled by the peril of Windstorm or Hail;
- b. your tree felled by the peril of Weight of Ice, Snow or Sleet (Forms HO-2, HO-3, HO-4 and HO-6 only); or
- c. a neighbor's tree felled by a Peril Insured Against under Coverage C;

provided the tree damages a covered structure.

## SECTION I - PERILS INSURED AGAINST

The following perils are deleted from Form HO-6: 2. Windstorm and Hail; 6. Vehicles; 11. Falling Objects; 12. Weight of Ice, Snow or Sleet; 13. Accidental discharge or overflow of water or steam; and replaced by the following:

2. Windstorm or Hail.

This peril does not include loss to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand, or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard motors, only while inside a fully enclosed building.

6. Vehicles.

This peril does not include loss to a fence, driveway or walk caused by a vehicle owned or operated by a resident of the **residence premises**.

11. Falling Objects

This peril does not include loss to the inside of a building or property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

12. Weight of Ice, snow or sleet which causes damage to a building or property contained in the building.

This peril does not include loss to an awning, fence, patio, pavement, foundation, retaining wall, wharf, or dock.

13. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay for tearing out and replacing any part of the building which is covered under Coverage A and on the **residence premises**, if necessary to repair the system or appliance from which the water or steam escaped.

This peril does not include loss:

- a. to a building caused by constant or repeated seepage, or leakage over a period of weeks, months or years;
- b. on the **residence premises**, if the unit has been vacant for more than 30 consecutive days immediately before the loss. A unit being constructed is not considered vacant;
- c. to the system or appliance from which the water or steam escaped;
- d. caused by or resulting from freezing except as provided in the peril of freezing below; or
- e. on the **residence premises** caused by accidental discharge or overflow which occurs away from the building where the **residence premises** is located.

## SECTION I - CONDITIONS

Under 3. Loss settlement in Forms HO-1, HO-2 and HO-3, paragraph b.(4) is deleted and replaced by the following .

(4) We will pay no more than the actual cash value of the damage unless:

- a. actual repair or replacement is complete; or
- b. the cost to repair or replace the damage is both:
  - i. less than 5% of the amount of insurance in this policy on the building; and
  - ii. less than \$2500.

8. Suit Against Us is deleted and replaced by the following:

8. Suit Against Us. No action can be brought unless the policy provisions have been complied with and the action is started within five years after the date of loss.

## SECTION II - EXCLUSIONS

Under item 1. Coverage E - Personal Liability and Coverage F - Medical Payments to Others, the following

exclusion is added:

i. which arises out of the transmission of a communicable disease by an **insured**.

## SECTION II - ADDITIONAL COVERAGES

Under item 3. Damage to Property of Others, the first paragraph is deleted and replaced by the following:

3. Damage to Property of Others. We will pay, at replacement cost, up to \$750 per **occurrence** for **property damage** to property of others caused by an **insured**.

## SECTION II - CONDITIONS

Item 1. Limit of Liability, is deleted and replaced by the following:

1. Limit of Liability. Our total liability under Coverage E for all damages resulting from any one **occurrence** will not be more than the limit of liability for Coverage E as shown in the Declarations. This limit is the same regardless of the number of **insureds**, claims made or persons injured. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one **occurrence**.

Our total liability under Coverage F for all medical expense payable for **bodily injury** to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

## SECTIONS I AND II — CONDITIONS

Item 2. Concealment or Fraud, is deleted and replaced by the following:

2. Concealment or Fraud. The entire policy will be void if, whether before or after loss, an **insured** has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this insurance.

5. Cancellation Paragraph. 5.b.(2) is deleted and replaced by the following:

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 30 days before the date cancellation takes effect.

All other provisions of this policy apply.