

<p>PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.</p>
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SPECIAL PROVISIONS – SOUTH DAKOTA

This endorsement modifies insurance provided under the following:

Equipment Breakdown Coverage Form Farmowners

A. The Cancellation ADDITIONAL CONDITION is replaced by the following:

Cancellation

- a. You, or your agent at your request, may cancel this coverage part at any time by:
 - (1) Returning this coverage part 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 coverage part for the reasons stated in this condition. We may cancel this coverage part subject to the provisions of this condition by letting you know 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 in the Declarations. Proof of mailing will be sufficient proof of notice.
 - (1) When you have not paid the premium, we may cancel at any time by letting you know at least 20 days before the date cancellation takes effect.
 - (2) When this coverage part 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 20 days before the date cancellation takes effect.
- c. When this coverage part has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel for the following reasons by letting you know at least 20 days before the date cancellation takes effect:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation on the application, in continuing the coverage part, or in pursuit of a claim;
 - (3) Acts or omissions by you that increase the hazard insured against;
 - (4) Substantial increase in any hazard insured against;
 - (5) Violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases the hazard insured against;
 - (6) Determination by the director of insurance that the continuation of the coverage part coverage would place the insurer in violation of South Dakota law or the laws of any other state or threaten the insurer's solvency;
 - (7) If the named insured breaches or violates any coverage part term or condition; or
 - (8) Any other reasons that are approved by the director.
- d. If you cancel your coverage part, we will return no more than the short rate unused share of your premium.
- e. If we cancel your coverage part, we will return no more than the pro-rated unused share of your premium.

B. The Legal Action Against Us ADDITIONAL CONDITION is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this Equipment Breakdown Coverage unless:

- a. In the event you file an action against us, we reserve the right to assert your non-compliance with the terms and conditions of this policy as a defense in that action.
- b. The action is brought within 6 years after the date of the "accident"; or

- c. We agree in writing that you have an obligation to pay for damage to covered property of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this Coverage Part to bring us into an action to determine your liability.

D. The Loss Payable ADDITIONAL CONDITION is replaced by the following:

Loss Payable

- a. We will pay you and the loss payee shown in the Declarations for loss covered by this Equipment Breakdown Coverage, as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion, or embezzlement on your part or on the part of the loss payee. Loss will be payable 60 days after we receive your proof of loss and:
 - 1) Reach an agreement with you;
 - 2) There is an entry of a final judgment; or
 - 3) There is a filing of an appraisal award with us.
- b. We may cancel the coverage part as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel, we will mail you and the loss payee advance notice.
- c. If we make any payment to the loss payee, we will obtain their rights against any other party.

All other terms and conditions of this coverage part apply.