

FORMS – APPROVED

MAY 11, 2022

COMMERCIAL LINES

LI-CL-2022-017

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## WYOMING ROOF SURFACING ENDORSEMENTS AMENDED AND APPROVED

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### KEY MESSAGE

Forms filing CL-2021-OCDE1, which revised various commercial lines roof surfacing endorsements, has been amended and approved.

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### BACKGROUND

In circular [LI-CL-2021-047](#), we informed you that in response to a memorandum from the Wyoming Department of Insurance we submitted forms filing CL-2021-OCDE1. This filing revised various commercial lines endorsements to introduce a cosmetic damage exclusion for roof surfacing.

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### ISO ACTION

At the request of the Wyoming Department of Insurance, we amended the filing:

- To remove the Roof Surfacing Loss Condition – Valuation under Paragraph B.1.b. in endorsement FP 05 77; and
- Introduce endorsement [FP 12 31 06 22](#) Wyoming Limitations On Windstorm Or Hail Coverage For Roof Surfacing (Unit-Owners), which can be used to modify FP 05 77 and will include the options for Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing valuation and the Cosmetic Damage To Roof Surfacing exclusion.

In addition, we amended CL-2021-OCDE1 to file the newly introduced Policywriting Support Form IL N 186 Wyoming – Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion Acknowledgment.

Refer to the attached explanatory material for complete details about the amended filing.

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### INSURANCE DEPARTMENT ACTION

The Wyoming Department of Insurance has approved filing CL-2021-OCDE1 as amended.

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**EFFECTIVE DATE**

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies written on or after September 1, 2022.

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**COMPANY ACTION**

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number CL-2021-OCDE1, not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

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**RATING SOFTWARE IMPACT**

New attributes being introduced with this revision:

- A new edition date of an existing form number is being introduced.
- A new form is being introduced.

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**POLICYHOLDER NOTIFICATION**

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2022-006](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

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**REVISION DISTRIBUTION**

We will issue a Notice to Portfolioholders with an edition date of 9-22 (or the earliest possible subsequent date), along with any new and/or revised forms.

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**RELATED RULES REVISION**

We are announcing in a separate circular the implementation of a corresponding rules revision. Please refer to the Reference(s) block for identification of that circular.

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## REFERENCE(S)

- [LI-CL-2022-018](#) (05/11/2022) Wyoming Roof Surfacing Rules Amended And To Be Implemented
- [LI-CL-2022-006](#) (02/22/2022) Revised Lead Time Requirements Listing
- [LI-CL-2021-047](#) (11/30/2021) Wyoming Roof Surfacing Endorsements Revised
- [LI-CL-2017-014](#) (03/13/2017) Wyoming Insurance Department Memorandum Regarding Cosmetic Damage Exclusions Under Review

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## ATTACHMENT(S)

- Filing CL-2021-OCDE1 (Amendment No. 1)
- Filing CL-2021-OCDE1 (Amendment No. 2)
- Final copies of [AG 10 19 06 22](#), [BP 14 99 06 22](#), [CP 10 49 06 22](#), [FP 05 77 06 22](#), [FP 12 21 06 22](#), [FP 12 31 06 22](#), [IL N 186 06 22](#), [OP 10 18 06 22](#)

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# Wyoming Roof Surfacing Endorsements Amended

## About This Filing

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We are amending forms filing CL-2021-OCDE1 at the request of the Wyoming Department of Insurance to create a separate Limitations On Windstorm Or Hail Coverage For Roof Surfacing (Unit-Owners) endorsement that modifies FP 05 77 Wyoming – Unit-Owners Coverage.

## Revised Forms

We are revising the following form:

- ◆ FP 05 77 Wyoming – Unit-Owners Coverage

We have used a format of ~~striking-through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 06 22 editions. Concurrent with implementation, the 06 22 editions will supersede the prior editions.

## New Form

We are introducing the following form:

- ◆ FP 12 31 06 22 Wyoming Limitations On Windstorm Or Hail Coverage For Roof Surfacing (Unit-Owners)

## Background

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The Wyoming Department of Insurance (DOI) raised an objection to the cosmetic damage to metal roof surfacing exclusion being included among other provisions in the additional Wyoming – Unit Owners Coverage endorsement because the DOI has expressed that it could be difficult for the insured to opt out of this exclusion.

The DOI has requested that the cosmetic damage exclusion option be addressed in a separate endorsement.

## Explanation of Changes

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In response to the Wyoming Department of Insurances (DOI) request, we are deleting the Roof Surfacing Loss Condition- Valuation under Paragraph B.1.b. in

endorsement FP 05 77. We are introducing endorsement FP 12 31 06 22 Wyoming Limitations On Windstorm Or Hail Coverage For Roof Surfacing (Unit-Owners) which can be used to modify FP 05 77 and will include the options for Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing valuation and the Cosmetic Damage To Metal Roof Surfacing exclusion.

## **Related Filing(s)**

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The following companion filings are being filed with a concurrent effective date:

- ◆ Amendment Filing CL-2021-OCDE2 (Rules)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WYOMING – UNIT-OWNERS COVERAGE

This endorsement modifies insurance provided under the following:

FARM COVERAGE PART

### SCHEDULE

Unit Number	Description
Coverage A Limit Of Insurance:	\$
Coverage C Limit Of Insurance:	\$
Coverage D Limit Of Insurance:	\$
Loss Assessment Limit Of Insurance – Property:	\$
Loss Assessment Limit Of Insurance – Liability:	\$
Covered Causes Of Loss – Basic Or Broad:	
<del>Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing</del>	
<del>(Paragraph B.1.b.(2)(a)) Applies:</del>	<input type="checkbox"/>
<del>Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail</del>	
<del>(Paragraph B.1.b.(2)(b)) Applies:</del>	<input type="checkbox"/>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Definitions**

1. With respect solely to the coverage provided by this endorsement, Paragraph **C. Definitions** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions is revised as follows:

a. Definition 4. "Dwelling" is replaced by the following:

4. "Dwelling" means the unit used principally for family residential purposes and described in the Schedule.

The "dwelling" must be either:

a. Owned and occupied by you; or

b. Owned by a partnership or a joint venture, or an organization other than a partnership or joint venture and occupied by a member or stockholder of the partnership or joint venture, or the organization other than the partnership or joint venture, and you have an ownership interest in the partnership, joint venture or organization.

b. Definition 7. "Insured location" is replaced by the following:

7. "Insured location" means the location of the "dwelling".

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2. With respect solely to the coverage provided by this endorsement, **Section IV – Definitions** of the Farm Liability Coverage Form is revised as follows:

a. Definition **14.** "Insured location" is replaced by the following:

**14.** "Insured location" means the location of the "dwelling".

b. The following definition is added:

"Dwelling" means the unit used principally for family residential purposes and described in the Schedule.

The "dwelling" must be either:

- a. Owned and occupied by you; or
- b. Owned by a partnership or a joint venture, or an organization other than a partnership or joint venture and occupied by a member or stockholder of the partnership or joint venture, or the organization other than the partnership or joint venture, and you have an ownership interest in the partnership, joint venture or organization.

**B. Section I – Coverages**

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

**1. Section I – Coverages, Coverage A – Dwellings, Paragraphs A. Coverage, A.1. Covered Property, A.2. Property Not Covered and B.1. Coverage A Conditions, the Property Valuation, Loss Condition are replaced by the following:**

**a. Coverage A**

We will pay, up to the Limit Of Insurance shown in the Schedule for that unit, for direct physical loss of or damage to Covered Property under Coverage **A** of this endorsement caused by or resulting from any Basic or Broad Covered Causes Of Loss as described in the Schedule.

**(1) Covered Property**

The following are Covered Property under Coverage **A** of this endorsement:

- (a) The alterations, appliances, fixtures and improvements which are part of the building contained within the "dwelling";
- (b) Items of real property which pertain exclusively to the "dwelling";

(c) Property that is your insurance responsibility under a corporation or association of property owners agreement; or

(d) Structures owned solely by you, other than the "dwelling", at the "insured location".

**(2) Property Not Covered**

The following are not Covered Property under Coverage **A** of this endorsement:

- (a) Land, including land on which the "dwelling", real property or structures are located;
- (b) Structures rented or held for rental to any person who does not reside in the "dwelling", unless used solely as a private garage;
- (c) Structures used to store "business property";
- (d) Water; or
- (e) Trees, shrubs, plants or lawns, except to the extent provided for in Paragraph **C.1.** of this endorsement.

**b. Coverage A Conditions**

**Loss Condition – Valuation**

**(1) Covered Property**

We will determine the value of Covered Property in the event of loss or damage as follows:

- (a) If the loss or damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace.
- (b) If the loss or damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

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**(2) Roof Surfacing**

**(a) Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing**

The following applies with respect to covered loss or damage caused by windstorm or hail to the unit described in the Schedule and identified as being subject to this Paragraph **B.1.b.(2)(a)**:

In the event of loss or damage to roof surfacing caused by windstorm or hail, we will settle such loss or damage to roof surfacing at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

For the purpose of the provisions in this Paragraph **B.1.b.(2)(a)**, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

~~(b) Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail~~The following applies with respect to covered loss or damage caused by windstorm or hail to the unit described in the Schedule and identified as being subject to this Paragraph **B.1.b.(2)(b)**:

We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this provision, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purpose of the provisions in this Paragraph **B.1.b.(2)(b)**, roof surfacing refers to the metal sheeting covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**2. Section I – Coverages, Coverage B – Other Private Structures Appurtenant To Dwellings** is deleted.

**3. Under Section I – Coverage C – Household Personal Property**, we will pay, up to the Limit Of Insurance shown in the Schedule for that unit, for direct physical loss of or damage to Covered Property under Coverage **C** of this Policy caused by or resulting from any Basic or Broad Covered Causes Of Loss as described in the Schedule.

**4. Section I – Coverage D – Loss Of Use** is replaced by the following:

**a. Coverage**

We cover the following, up to the Limit Of Insurance shown in the Schedule for each unit for Coverage **D**. This limit is the total Limit of Insurance for the coverages in Paragraph **(1)** Your Additional Living Expense, Paragraph **(2)** Fair Rental Value and Paragraph **(3)** Expense Due To Emergency Prohibition Against Occupancy:

**(1) Your Additional Living Expense**

If a loss by a Covered Cause of Loss to Covered Property or the building containing the Covered Property renders the "dwelling" uninhabitable, we will pay any necessary increase in living expense you incur so that your household can maintain its normal standard of living.

Payment under your Additional Living Expense will be for the shortest time required for repair or replacement of the damaged property, or, if you relocate, the shortest time for your household to settle elsewhere.

**(2) Fair Rental Value**

If a Covered Cause of Loss renders unusable a private garage that you, as the owner, rent or hold for rental, we will pay for the Fair Rental value loss you sustain.

But we will exclude from our payment any expenses that do not continue while the rental garage is unusable.

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Payment under this Fair Rental Value Coverage will be for the shortest time required to repair or replace the damaged garage.

**(3) Expense Due To Emergency Prohibition Against Occupancy**

We will pay for the Additional Living Expense you sustain if a civil authority prevents use of the "dwelling" because of direct damage to neighboring premises by a Covered Cause of Loss.

But we will not pay parts of such expense that are incurred after a period of three weeks has elapsed.

The period of our liability under Coverage D – Loss Of Use is not limited by the expiration of the Policy to which this endorsement is attached.

No Deductible applies to Coverage D.

**b. Coverage D Conditions**

Coverage D is subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

**C. Section II – Coverage Extensions**

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

**1. Paragraph A. Trees, Shrubs, Plants And Lawns** is replaced by the following:

**A. Trees, Shrubs, Plants And Lawns**

This Coverage Extension applies to Coverages A and C.

Trees, shrubs, plants and lawns you solely own at the location of the "dwelling" are Covered Property but only if loss or damage is caused by or results from any of the following Covered Causes of Loss:

1. Fire or lightning;
2. Explosion;
3. Riot Or Civil Commotion;
4. Aircraft;
5. Vehicles not owned or operated by a resident of the covered "dwelling";
6. Vandalism; or
7. Theft.

For all damaged or destroyed trees, shrubs, plants or lawns at the location of the "dwelling", the most we will pay under this Extension is 10% of the Coverage C Limit Of Insurance shown in the Declarations.

However, we will not pay more than \$500 for any one damaged or destroyed tree, shrub, plant or lawn.

This Extension is additional insurance.

We will not pay for loss of or damage to trees, shrubs, plants or lawns grown for business or farming purposes.

**2. Under Paragraph B. Household Personal Property Of "Insureds" Away From The "Insured Location",** the first paragraph is replaced by the following:

This Coverage Extension applies to Coverage C and is part of (not in addition to) the applicable Limit of Insurance.

**3. Under Paragraph C. Refrigerated Products – Not "Farm Personal Property",** the first two paragraphs are replaced by the following:

This Coverage Extension applies to Coverage C and is part of (not in addition to) the applicable Limit of Insurance.

We will pay up to \$1,000 for loss of or damage to contents of a freezer or refrigerated unit, in the "dwelling" you occupy, caused by a change in temperature due to:

- a. Interruption of electrical service to refrigeration equipment, caused by damage to generating or transmission equipment; or
- b. Mechanical or electrical breakdown of a refrigeration system.

**4. Paragraph D. Building Additions And Alterations** is deleted.

**D. Section III – Additional Coverages**

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

**1. Paragraph A. Removal Of Fallen Trees** is deleted.

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2. The following is added:

**Loss Assessment**

a. We will pay up to the Limit Of Insurance shown in the Schedule for Property Loss Assessment for your share of loss assessment charged during the policy period against you, as owner of the "dwelling", by a corporation or association of property owners. The assessment must be made as a result of direct loss or damage to property owned by all members collectively and of a type that would be covered by this endorsement if owned by you and caused by a Covered Cause of Loss under Coverage A, other than:

- (1) Earthquake; or
- (2) Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

The Limit Of Insurance shown in the Schedule is the most we will pay for any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

This Additional Coverage is additional insurance.

**E. Covered Causes Of Loss**

When Basic or Broad is shown in the Schedule, and with respect solely to the coverage provided by this endorsement, Covered Causes Of Loss means the Covered Causes of Loss in the Causes Of Loss Form – Farm Property revised as follows:

**1. Under B. Covered Causes Of Loss – Basic**

a. Paragraph 1. **Fire Or Lightning** is replaced by the following:

**1. Fire Or Lightning**

b. Item c.(1) of Paragraph 2. **Windstorm Or Hail** is replaced by the following and Item c.(3) is deleted:

(1) Covered Property under Coverage A, or the property inside the "dwelling" or a covered structure, caused by rain, snow, sleet, sand or dust, whether driven by wind or not, unless the "dwelling" or covered structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters; or

c. Paragraph 3. **Explosion** is replaced by the following:

3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.

d. Item a. of Paragraph 8. **Vandalism** is replaced by the following:

a. The "dwelling" or property which pertains to the "dwelling", or its contents, if the building containing the "dwelling" has been "vacant" for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant.

e. Paragraph 9. **Theft** is replaced by the following:

9. Theft, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

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This Cause of Loss does not include loss caused by or resulting from:

- a. Theft in or from a "dwelling" under construction, or of materials and supplies for use in such construction, until the "dwelling" is completed and is being lived in;
- b. With respect to household personal property away from the "insured location", theft of:
  - (1) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured" is temporarily residing there.

But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 90 days immediately preceding the loss;
  - (2) Any watercraft, its furnishings, equipment or outboard engines or motors; or
  - (3) Trailers, semitrailers or campers;
- c. Unauthorized instructions to transfer property to any person or to any place;
- d. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense; or
- e. Dishonest or criminal acts (including theft) by you or any "insured", any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;

- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

f. Paragraphs **12. Collision – Coverages E And F Only**, **13. Earthquake Loss To "Livestock"** and **14. Flood Loss To "Livestock"** are deleted.

**2. Under C. Covered Causes Of Loss – Broad**

a. Paragraphs **15. Electrocutation Of Covered "Livestock"**, **16. Attacks On Covered "Livestock" By Dogs Or Wild Animals**, **17. Accidental Shooting Of Covered "Livestock"**, **18. Drowning Of Covered "Livestock" From External Causes** and **19. Loading/Unloading Accidents** are deleted.

b. Paragraph **23. Accidental Discharge Or Leakage Of Water Or Steam** is replaced by the following:

**23. Accidental Discharge Or Leakage Of Water Or Steam** from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured location" and contains water or steam.

Under this Cause of Loss, we will pay for loss of or damage to covered household personal property provided that Broad is shown in the Declarations for the coverage applicable to that household personal property.

We will also pay to tear out and replace any part of a building or other structure owned solely by you which is Covered Property under Coverage **A** but only so that repairs can be made to the damaged system or appliance provided that Broad is shown in the Schedule for the coverage applying to that building or structure covered under Coverage **A**.

We will not pay:

- a. For loss or damage caused by discharge or leakage from a sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;

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- b. The cost to repair any defect that caused the loss or damage;
  - c. For loss or damage caused by discharge or leakage within the "dwelling", if the building containing the "dwelling" has been "vacant" for 60 consecutive days immediately before the loss;
  - d. For loss or damage to or within the "dwelling" caused by accidental discharge or leakage which occurs away from the building where the "dwelling" is located;
  - e. For loss or damage caused by or resulting from freezing; or
  - f. For loss or damage caused by or resulting from discharge or leakage from roof drains, gutters, downspouts or similar fixtures or equipment.
- c. Paragraph **24. Freezing** is replaced by the following:
- 24.** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:
- a. Maintain heat in the building; or
  - b. Shut off the water supply and drain the systems or appliance of water.
- However, if the "dwelling" or a covered structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the "dwelling" or covered structure for coverage to apply.
- A plumbing system does not include a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Paragraph **25. Sudden And Accidental Damage** from artificially generated electrical current is replaced by the following:
- 25.** Sudden And Accidental Damage from artificially generated electrical equipment – Applicable Only to Coverages **A** and **C**.

This cause of loss does not include loss of or damage to:

- a. Tubes, transistors or integrated circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers; or
- b. Laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

**3. D. Covered Causes Of Loss – Special** does not apply.

**F. Additional Exclusion**

With respect solely to the coverage provided by this endorsement, the following is added:

**Exclusion Of Loss Due To By-products Of Production Or Processing Operations (Rental Properties)**

1. We will not pay for loss or damage to structures used as a private garage and that are rented or held for rental to any person who does not reside in the "dwelling", including loss or damage to contents of such structures, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at that structure. This exclusion applies regardless of whether such operations are:
  - a. Legally permitted or prohibited;
  - b. Permitted or prohibited under the terms of any rental agreement; or
  - c. Usual to the intended occupancy of the structure.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

2. We do not provide coverage for the Fair Rental Value loss, as provided under Coverage **D – Loss Of Use**, that you, as owner, sustain as a result of loss or damage described in Paragraph **F.1**.

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- 3. The conduct of a tenant's production or processing operations will not be considered to be vandalism of the structure regardless of whether such operations are:
  - a. Legally permitted or prohibited;
  - b. Permitted or prohibited under the terms of any rental agreement; or
  - c. Usual to the intended occupancy of the structure.

G. With respect solely to the coverage provided by this endorsement, under the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, Paragraph **B.8. Farm Property Conditions – Loss Conditions – Other Insurance And Service Agreement** is replaced by the following:

**8. Other Insurance And Service Agreement**

- a. You may have insurance subject to the same plan, terms, conditions and provisions as the insurance under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form. If you do have such Other Insurance, except insurance in the name of a corporation or association of property owners, we will pay only our share of the covered loss or damage. Our share is the proportion that the applicable Limit Of Insurance shown in the Schedule bears to the limits of insurance of all insurance covering on the same basis.

If there is other insurance in the name of a corporation or association of property owners covering the same loss or damage, the amount we will pay for loss or damage is:

- (1) Excess over the amount due under such other insurance, whether the corporation or association of property owners has collected that amount or not; and
- (2) Primary with respect to any amount of the loss or damage payable under this endorsement and not due under such other insurance because of the application of a deductible.

But we will not pay more than the applicable Limit Of Insurance shown in the Schedule.

b. If at the time of loss or damage:

- (1) There is a service agreement, except a service agreement in the name of a corporation or association of property owners, any amounts payable for such loss or damage under this endorsement will be excess over any amounts payable under any such service agreement.
- (2) There is a service agreement in the name of a corporation or association of property owners, any amounts payable for such loss or damage under this endorsement will be:
  - (a) Excess over the amount due under such service agreement, whether the corporation or association of property owners has collected that amount or not; and
  - (b) Primary with respect to any amount of the loss or damage payable under this endorsement and not due under such service agreement because of the application of a deductible.

Service agreement means a service plan, property restoration plan, home warranty or other similar service or warranty agreement, even if it is characterized as insurance.

H. With respect solely to the coverage provided by this endorsement, under the Farm Liability Coverage Form:

- 1. Under **Section I – Coverages, Coverage H – Bodily Injury And Property Damage Liability** and under **Coverage I – Personal And Advertising Injury Liability**, the following exclusion is added:

**Loss Assessment**

This insurance does not apply to liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided under Paragraph **H.2.** of this endorsement; or

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b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location" as defined in this endorsement; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in a. above or elsewhere in the Exclusions of the Policy to which this endorsement is attached.

2. With respect solely to the coverage provided in this endorsement, under the Farm Liability Coverage Form, the following is added to **Section I – Coverages, Additional Coverages:**

**Loss Assessment**

a. We will pay up to the Limit Of Insurance shown in the Schedule for Liability Loss Assessment for your share of loss assessment charged against you, as owner of the "dwelling", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

(1) "Bodily injury", "property damage", "personal injury" or "advertising injury" not excluded from coverage under this endorsement or elsewhere in the Policy to which this endorsement is attached; or

(2) Liability for an act of a director, officer or trustee in the capacity of director, officer or trustee, provided such person:

(a) Is elected by the members of a corporation or association of property owners; and

(b) Serves without deriving any income from the exercise of duties which are solely on behalf of the corporation or association of property owners.

b. Paragraph **1.b.(2)** under **Section I – Coverages, Coverage H – Bodily Injury And Property Damage Liability** does not apply to this **Loss Assessment Coverage**.

c. Regardless of the number of assessments, the Limit Of Insurance shown in the Schedule for Liability Loss Assessment is the most we will pay for loss arising out of:

(1) One "occurrence"; or

(2) A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

d. This Additional Coverage does not apply to assessments charged against you or a corporation or association of property owners by any governmental body.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WYOMING LIMITATIONS ON  
WINDSTORM OR HAIL COVERAGE FOR  
ROOF SURFACING (UNIT-OWNERS)**

This endorsement modifies insurance provided under the following:

WYOMING – UNIT-OWNERS COVERAGE

**SCHEDULE**

Unit Number	Description
<b>Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing (Paragraph B.1.b.(2)(a)) Applies:</b>	<input type="checkbox"/>
<b>Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail (Paragraph B.1.b.(2)(b)) Applies:</b>	<input type="checkbox"/>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph **B.1.b. Coverage A Conditions, Loss Condition – Valuation:**

**(2) Roof Surfacing**

**(a) Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing**

The following applies with respect to covered loss or damage caused by windstorm or hail to the unit described in the Schedule and identified as being subject to this Paragraph **B.1.b.(2)(a)**:

In the event of loss or damage to roof surfacing caused by windstorm or hail, we will settle such loss or damage to roof surfacing at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

For the purpose of the provisions in this Paragraph **B.1.b.(2)(a)**, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**(b) Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail**

The following applies with respect to covered loss or damage caused by windstorm or hail to the unit described in the Schedule and identified as being subject to this Paragraph **B.1.b.(2)(b)**:

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We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purpose of the provisions in this Paragraph **B.1.b.(2)(b)**, roof surfacing refers to the metal sheeting covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

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# Introduction of Wyoming Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion Acknowledgement Notice Filed

## About This Filing

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At the request of the Wyoming Department of Insurance, we are further amending forms filing CL-2021-OCDE1 to file the newly introduced Policywriting Support Form IL N 186 Wyoming - Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion Acknowledgment.

## New Form

We are introducing IL N 186 06 22 Wyoming - Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion Acknowledgment

## Background

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The Wyoming Department of Insurance (DOI) requested that Policywriting Support Form (PWSF) IL N 186 06 22 Wyoming - Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion Acknowledgment be filed in forms filing CL-2021-OCDE1.

In addition, the DOI requested that the PWSF reinforce that, by signing, the policyholder is aware of voluntarily opting into the Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion attached to the policy and, to also include possible consequences of the exclusion listed in the Wyoming Department of Insurance Memorandum, such as:

- ◆ the property may decrease in value; and
- ◆ the existence of pre-existing cosmetic damage may affect the ability to obtain insurance coverage on the roof from other insurers.

## Explanation of Changes

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In response to the DOI's request, we are filing IL N 186 06 22 and have included the above-mentioned information.

## Copyright Explanation

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# WYOMING COSMETIC DAMAGE TO ROOF SURFACING CAUSED BY WINDSTORM OR HAIL EXCLUSION ACKNOWLEDGMENT

<p><b>Applicant/Named Insured:</b></p>    <p><b>Premises/Building Number:</b></p>
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This Acknowledgment does not form a part of your insurance contract. No coverage is provided by this Acknowledgment, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Acknowledgement and the Policy (including its endorsements), **the provisions of the Policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

This Acknowledgment provides information concerning the following exclusion, which you may choose to apply to your policy being issued by us:

### **Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion**

With this exclusion attached to your policy, there is no coverage under your policy for marring, pitting or other superficial damage caused by Windstorm or Hail that alters the appearance of "roof surfacing" on any buildings insured under your policy, but such damage does not prevent the roof surfacing from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purposes of the endorsement, "roof surfacing" means the metal sheeting covering the roof.

This includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

This exclusion, within these endorsements, when attached to your renewal policy, results in a reduction of coverage.

Additional possible consequences of this exclusion are that the property may decrease in value and that the existence of pre-existing cosmetic damage may affect the ability to obtain insurance coverage on the roof from other insurers.

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The undersigned acknowledges and understands that the Cosmetic Damage To Roof Surfacing Caused By

Windstorm Or Hail Exclusion attached to Policy Number \_\_\_\_\_ and applicable with respect to the described Premises/Building becomes effective \_\_\_\_\_ and that the endorsement shall remain in effect for the term of the policy and for each renewal, reinstatement, substitute, modified, replacement or amended policy, unless discontinued by us. You should read this document carefully and contact us or your agent if you have any questions regarding the Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion.

By signing below, I understand the possible consequences outlined and have consented to the Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion.

\_\_\_\_\_  
**Signature Of Applicant/Named Insured**

\_\_\_\_\_  
**Date Signed**

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# WYOMING COSMETIC DAMAGE TO ROOF SURFACING CAUSED BY WINDSTORM OR HAIL EXCLUSION ACKNOWLEDGMENT

Applicant/Named Insured:

Premises/Building Number:

This Acknowledgment does not form a part of your insurance contract. No coverage is provided by this Acknowledgment, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Acknowledgement and the Policy (including its endorsements), **the provisions of the Policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

This Acknowledgment provides information concerning the following exclusion, which you may choose to apply to your policy being issued by us:

## **Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion**

With this exclusion attached to your policy, there is no coverage under your policy for marring, pitting or other superficial damage caused by Windstorm or Hail that alters the appearance of "roof surfacing" on any buildings insured under your policy, but such damage does not prevent the roof surfacing from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purposes of the endorsement, "roof surfacing" means the metal sheeting covering the roof.

This includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

This exclusion, within these endorsements, when attached to your renewal policy, results in a reduction of coverage.

Additional possible consequences of this exclusion are that the property may decrease in value and that the existence of pre-existing cosmetic damage may affect the ability to obtain insurance coverage on the roof from other insurers.

The undersigned acknowledges and understands that the Cosmetic Damage To Roof Surfacing Caused By

Windstorm Or Hail Exclusion attached to Policy Number \_\_\_\_\_ and applicable with respect to the described Premises/Building becomes effective \_\_\_\_\_ and that the endorsement shall remain in effect for the term of the policy and for each renewal, reinstatement, substitute, modified, replacement or amended policy, unless discontinued by us. You should read this document carefully and contact us or your agent if you have any questions regarding the Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion.

By signing below, I understand the possible consequences outlined and have consented to the Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail Exclusion.

\_\_\_\_\_  
**Signature Of Applicant/Named Insured**

\_\_\_\_\_  
**Date Signed**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WYOMING LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

### **SCHEDULE**

<b>Premises Number</b>	<b>Building Number</b>	<b>Indicate Applicability (Paragraph A. And/Or Paragraph B.)</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** The following applies with respect to loss or damage by a Covered Cause of Loss (including wind and hail if covered) to a building or structure identified in the Schedule as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

For the purpose of Paragraph **A.**, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**B.** The following applies with respect to loss or damage by wind and/or hail to a building or structure identified in the Schedule as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purpose of Paragraph **B.**, roof surfacing refers to the metal sheeting covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WYOMING LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

<b>Premises Number</b>	<b>Building Number</b>	<b>Indicate Applicability (Paragraph A. And/Or Paragraph B.)</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **A.:**

The following is added to Paragraph **E.5.d.(3)** of the **Loss Payment** Property Loss Condition:

**(f)** Roof surfacing.

For the purpose of Paragraph **A.**, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**B.** The following provision applies to **Section I – Property** with respect to the building(s) identified in the Schedule as being subject to this Paragraph **B.:**

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purpose of Paragraph **B.**, roof surfacing refers to the metal sheeting covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WYOMING LIMITATIONS ON COVERAGE FOR ROOF SURFACING

This endorsement modifies insurance provided under the following:

- BUILDERS RISK COVERAGE FORM
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY

### SCHEDULE

Premises Number	Building Number	Indicate Applicability (Paragraph A. And/Or Paragraph B.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** The following applies with respect to loss or damage by a Covered Cause of Loss (including wind and hail if covered) to a building or structure identified in the Schedule as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

For the purpose of Paragraph **A.**, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**B.** The following applies with respect to loss or damage by wind and/or hail to a building or structure identified in the Schedule as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purpose of Paragraph **B.**, roof surfacing refers to the metal sheeting covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WYOMING – UNIT-OWNERS COVERAGE

This endorsement modifies insurance provided under the following:

FARM COVERAGE PART

### SCHEDULE

Unit Number	Description
<b>Coverage A Limit Of Insurance:</b>	\$
<b>Coverage C Limit Of Insurance:</b>	\$
<b>Coverage D Limit Of Insurance:</b>	\$
<b>Loss Assessment Limit Of Insurance – Property:</b>	\$
<b>Loss Assessment Limit Of Insurance – Liability:</b>	\$
<b>Covered Causes Of Loss – Basic Or Broad:</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Definitions**

1. With respect solely to the coverage provided by this endorsement, Paragraph **C. Definitions** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions is revised as follows:

a. Definition 4. "Dwelling" is replaced by the following:

4. "Dwelling" means the unit used principally for family residential purposes and described in the Schedule.

The "dwelling" must be either:

- a. Owned and occupied by you; or
- b. Owned by a partnership or a joint venture, or an organization other than a partnership or joint venture and occupied by a member or stockholder of the partnership or joint venture, or the organization other than the partnership or joint venture, and you have an ownership interest in the partnership, joint venture or organization.

b. Definition 7. "Insured location" is replaced by the following:

7. "Insured location" means the location of the "dwelling".

2. With respect solely to the coverage provided by this endorsement, **Section IV – Definitions** of the Farm Liability Coverage Form is revised as follows:

a. Definition 14. "Insured location" is replaced by the following:

14. "Insured location" means the location of the "dwelling".

b. The following definition is added:

"Dwelling" means the unit used principally for family residential purposes and described in the Schedule.

The "dwelling" must be either:

- a. Owned and occupied by you; or
- b. Owned by a partnership or a joint venture, or an organization other than a partnership or joint venture and occupied by a member or stockholder of the partnership or joint venture, or the organization other than the partnership or joint venture, and you have an ownership interest in the partnership, joint venture or organization.

## B. Section I – Coverages

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

- Section I – Coverages, Coverage A – Dwellings, Paragraphs A. Coverage, A.1. Covered Property, A.2. Property Not Covered and B.1. Coverage A Conditions,** the Property Valuation, Loss Condition are replaced by the following:

### a. Coverage A

We will pay, up to the Limit Of Insurance shown in the Schedule for that unit, for direct physical loss of or damage to Covered Property under Coverage A of this endorsement caused by or resulting from any Basic or Broad Covered Causes Of Loss as described in the Schedule.

#### (1) Covered Property

The following are Covered Property under Coverage A of this endorsement:

- The alterations, appliances, fixtures and improvements which are part of the building contained within the "dwelling";
- Items of real property which pertain exclusively to the "dwelling";
- Property that is your insurance responsibility under a corporation or association of property owners agreement; or
- Structures owned solely by you, other than the "dwelling", at the "insured location".

#### (2) Property Not Covered

The following are not Covered Property under Coverage A of this endorsement:

- Land, including land on which the "dwelling", real property or structures are located;
- Structures rented or held for rental to any person who does not reside in the "dwelling", unless used solely as a private garage;
- Structures used to store "business property";
- Water; or
- Trees, shrubs, plants or lawns, except to the extent provided for in Paragraph C.1. of this endorsement.

## b. Coverage A Conditions

### Loss Condition – Valuation

#### (1) Covered Property

We will determine the value of Covered Property in the event of loss or damage as follows:

- If the loss or damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace.
- If the loss or damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

- Section I – Coverages, Coverage B – Other Private Structures Appurtenant To Dwellings** is deleted.

- Under Section I – Coverage C – Household Personal Property, we will pay, up to the Limit Of Insurance shown in the Schedule for that unit, for direct physical loss of or damage to Covered Property under Coverage C of this Policy caused by or resulting from any Basic or Broad Covered Causes Of Loss as described in the Schedule.

- Section I – Coverage D – Loss Of Use** is replaced by the following:

#### a. Coverage

We cover the following, up to the Limit Of Insurance shown in the Schedule for each unit for Coverage D. This limit is the total Limit of Insurance for the coverages in Paragraph (1) Your Additional Living Expense, Paragraph (2) Fair Rental Value and Paragraph (3) Expense Due To Emergency Prohibition Against Occupancy:

#### (1) Your Additional Living Expense

If a loss by a Covered Cause of Loss to Covered Property or the building containing the Covered Property renders the "dwelling" uninhabitable, we will pay any necessary increase in living expense you incur so that your household can maintain its normal standard of living.

Payment under your Additional Living Expense will be for the shortest time required for repair or replacement of the damaged property, or, if you relocate, the shortest time for your household to settle elsewhere.

**(2) Fair Rental Value**

If a Covered Cause of Loss renders unusable a private garage that you, as the owner, rent or hold for rental, we will pay for the Fair Rental value loss you sustain.

But we will exclude from our payment any expenses that do not continue while the rental garage is unusable.

Payment under this Fair Rental Value Coverage will be for the shortest time required to repair or replace the damaged garage.

**(3) Expense Due To Emergency Prohibition Against Occupancy**

We will pay for the Additional Living Expense you sustain if a civil authority prevents use of the "dwelling" because of direct damage to neighboring premises by a Covered Cause of Loss.

But we will not pay parts of such expense that are incurred after a period of three weeks has elapsed.

The period of our liability under Coverage D – Loss Of Use is not limited by the expiration of the Policy to which this endorsement is attached.

No Deductible applies to Coverage D.

**b. Coverage D Conditions**

Coverage D is subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

**C. Section II – Coverage Extensions**

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

**1. Paragraph A. Trees, Shrubs, Plants And Lawns** is replaced by the following:

**A. Trees, Shrubs, Plants And Lawns**

This Coverage Extension applies to Coverages A and C.

Trees, shrubs, plants and lawns you solely own at the location of the "dwelling" are Covered Property but only if loss or damage is caused by or results from any of the following Covered Causes of Loss:

1. Fire or lightning;
2. Explosion;
3. Riot Or Civil Commotion;
4. Aircraft;
5. Vehicles not owned or operated by a resident of the covered "dwelling";
6. Vandalism; or
7. Theft.

For all damaged or destroyed trees, shrubs, plants or lawns at the location of the "dwelling", the most we will pay under this Extension is 10% of the Coverage C Limit Of Insurance shown in the Declarations.

However, we will not pay more than \$500 for any one damaged or destroyed tree, shrub, plant or lawn.

This Extension is additional insurance.

We will not pay for loss of or damage to trees, shrubs, plants or lawns grown for business or farming purposes.

**2. Under Paragraph B. Household Personal Property Of "Insureds" Away From The "Insured Location",** the first paragraph is replaced by the following:

This Coverage Extension applies to Coverage C and is part of (not in addition to) the applicable Limit of Insurance.

**3. Under Paragraph C. Refrigerated Products – Not "Farm Personal Property",** the first two paragraphs are replaced by the following:

This Coverage Extension applies to Coverage C and is part of (not in addition to) the applicable Limit of Insurance.

We will pay up to \$1,000 for loss of or damage to contents of a freezer or refrigerated unit, in the "dwelling" you occupy, caused by a change in temperature due to:

- a. Interruption of electrical service to refrigeration equipment, caused by damage to generating or transmission equipment; or
- b. Mechanical or electrical breakdown of a refrigeration system.

**4. Paragraph D. Building Additions And Alterations** is deleted.

#### D. Section III – Additional Coverages

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

1. Paragraph **A. Removal Of Fallen Trees** is deleted.
2. The following is added:

##### **Loss Assessment**

- a. We will pay up to the Limit Of Insurance shown in the Schedule for Property Loss Assessment for your share of loss assessment charged during the policy period against you, as owner of the "dwelling", by a corporation or association of property owners. The assessment must be made as a result of direct loss or damage to property owned by all members collectively and of a type that would be covered by this endorsement if owned by you and caused by a Covered Cause of Loss under Coverage **A**, other than:

- (1) Earthquake; or
- (2) Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

The Limit Of Insurance shown in the Schedule is the most we will pay for any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

This Additional Coverage is additional insurance.

#### E. Covered Causes Of Loss

When Basic or Broad is shown in the Schedule, and with respect solely to the coverage provided by this endorsement, Covered Causes Of Loss means the Covered Causes of Loss in the Causes Of Loss Form – Farm Property revised as follows:

1. Under **B. Covered Causes Of Loss – Basic**

- a. Paragraph **1. Fire Or Lightning** is replaced by the following:

##### **1. Fire Or Lightning**

- b. Item **c.(1)** of Paragraph **2. Windstorm Or Hail** is replaced by the following and Item **c.(3)** is deleted:

- (1) Covered Property under Coverage **A**, or the property inside the "dwelling" or a covered structure, caused by rain, snow, sleet, sand or dust, whether driven by wind or not, unless the "dwelling" or covered structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters; or

- c. Paragraph **3. Explosion** is replaced by the following:

3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.

- d. Item **a.** of Paragraph **8. Vandalism** is replaced by the following:

- a. The "dwelling" or property which pertains to the "dwelling", or its contents, if the building containing the "dwelling" has been "vacant" for more than 60 consecutive days immediately before the loss. A building being constructed is not considered vacant.

- e. Paragraph **9. Theft** is replaced by the following:

9. Theft, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

This Cause of Loss does not include loss caused by or resulting from:

- a. Theft in or from a "dwelling" under construction, or of materials and supplies for use in such construction, until the "dwelling" is completed and is being lived in;

- b. With respect to household personal property away from the "insured location", theft of:

- (1) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured" is temporarily residing there.

But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 90 days immediately preceding the loss;

- (2) Any watercraft, its furnishings, equipment or outboard engines or motors; or
- (3) Trailers, semitrailers or campers;
- c. Unauthorized instructions to transfer property to any person or to any place;
- d. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense; or
- e. Dishonest or criminal acts (including theft) by you or any "insured", any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- f. Paragraphs **12. Collision – Coverages E And F Only**, **13. Earthquake Loss To "Livestock"** and **14. Flood Loss To "Livestock"** are deleted.

## 2. Under **C. Covered Causes Of Loss – Broad**

- a. Paragraphs **15. Electrocution Of Covered "Livestock"**, **16. Attacks On Covered "Livestock" By Dogs Or Wild Animals**, **17. Accidental Shooting Of Covered "Livestock"**, **18. Drowning Of Covered "Livestock" From External Causes** and **19. Loading/Unloading Accidents** are deleted.

- b. Paragraph **23. Accidental Discharge Or Leakage Of Water Or Steam** is replaced by the following:

- 23. Accidental Discharge Or Leakage Of Water Or Steam** from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured location" and contains water or steam.

Under this Cause of Loss, we will pay for loss of or damage to covered household personal property provided that Broad is shown in the Declarations for the coverage applicable to that household personal property.

We will also pay to tear out and replace any part of a building or other structure owned solely by you which is Covered Property under Coverage **A** but only so that repairs can be made to the damaged system or appliance provided that Broad is shown in the Schedule for the coverage applying to that building or structure covered under Coverage **A**.

We will not pay:

- a. For loss or damage caused by discharge or leakage from a sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
- b. The cost to repair any defect that caused the loss or damage;
- c. For loss or damage caused by discharge or leakage within the "dwelling", if the building containing the "dwelling" has been "vacant" for 60 consecutive days immediately before the loss;

- d. For loss or damage to or within the "dwelling" caused by accidental discharge or leakage which occurs away from the building where the "dwelling" is located;
- e. For loss or damage caused by or resulting from freezing; or
- f. For loss or damage caused by or resulting from discharge or leakage from roof drains, gutters, downspouts or similar fixtures or equipment.

c. Paragraph **24. Freezing** is replaced by the following:

- 24.** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:
  - a. Maintain heat in the building; or
  - b. Shut off the water supply and drain the systems or appliance of water.

However, if the "dwelling" or a covered structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the "dwelling" or covered structure for coverage to apply.

A plumbing system does not include a roof drain, gutter, downspout or similar fixtures or equipment.

d. Paragraph **25. Sudden And Accidental Damage** from artificially generated electrical current is replaced by the following:

- 25.** Sudden And Accidental Damage from artificially generated electrical equipment – Applicable Only to Coverages **A** and **C**.

This cause of loss does not include loss of or damage to:

- a. Tubes, transistors or integrated circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers; or

- b. Laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

**3. D. Covered Causes Of Loss – Special** does not apply.

**F. Additional Exclusion**

With respect solely to the coverage provided by this endorsement, the following is added:

**Exclusion Of Loss Due To By-products Of Production Or Processing Operations (Rental Properties)**

- 1.** We will not pay for loss or damage to structures used as a private garage and that are rented or held for rental to any person who does not reside in the "dwelling", including loss or damage to contents of such structures, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at that structure. This exclusion applies regardless of whether such operations are:

- a. Legally permitted or prohibited;
- b. Permitted or prohibited under the terms of any rental agreement; or
- c. Usual to the intended occupancy of the structure.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- 2.** We do not provide coverage for the Fair Rental Value loss, as provided under Coverage **D** – Loss Of Use, that you, as owner, sustain as a result of loss or damage described in Paragraph **F.1**.

- 3.** The conduct of a tenant's production or processing operations will not be considered to be vandalism of the structure regardless of whether such operations are:

- a. Legally permitted or prohibited;
- b. Permitted or prohibited under the terms of any rental agreement; or
- c. Usual to the intended occupancy of the structure.

G. With respect solely to the coverage provided by this endorsement, under the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, Paragraph **B.8. Farm Property Conditions – Loss Conditions – Other Insurance And Service Agreement** is replaced by the following:

**8. Other Insurance And Service Agreement**

a. You may have insurance subject to the same plan, terms, conditions and provisions as the insurance under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form. If you do have such Other Insurance, except insurance in the name of a corporation or association of property owners, we will pay only our share of the covered loss or damage. Our share is the proportion that the applicable Limit Of Insurance shown in the Schedule bears to the limits of insurance of all insurance covering on the same basis.

If there is other insurance in the name of a corporation or association of property owners covering the same loss or damage, the amount we will pay for loss or damage is:

- (1) Excess over the amount due under such other insurance, whether the corporation or association of property owners has collected that amount or not; and
- (2) Primary with respect to any amount of the loss or damage payable under this endorsement and not due under such other insurance because of the application of a deductible.

But we will not pay more than the applicable Limit Of Insurance shown in the Schedule.

b. If at the time of loss or damage:

- (1) There is a service agreement, except a service agreement in the name of a corporation or association of property owners, any amounts payable for such loss or damage under this endorsement will be excess over any amounts payable under any such service agreement.

(2) There is a service agreement in the name of a corporation or association of property owners, any amounts payable for such loss or damage under this endorsement will be:

- (a) Excess over the amount due under such service agreement, whether the corporation or association of property owners has collected that amount or not; and
- (b) Primary with respect to any amount of the loss or damage payable under this endorsement and not due under such service agreement because of the application of a deductible.

Service agreement means a service plan, property restoration plan, home warranty or other similar service or warranty agreement, even if it is characterized as insurance.

H. With respect solely to the coverage provided by this endorsement, under the Farm Liability Coverage Form:

1. Under **Section I – Coverages, Coverage H – Bodily Injury And Property Damage Liability** and under **Coverage I – Personal And Advertising Injury Liability**, the following exclusion is added:

**Loss Assessment**

This insurance does not apply to liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided under Paragraph **H.2.** of this endorsement; or
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
  - (1) That directly relate to the ownership, maintenance or use of an "insured location" as defined in this endorsement; or
  - (2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in a. above or elsewhere in the Exclusions of the Policy to which this endorsement is attached.

2. With respect solely to the coverage provided in this endorsement, under the Farm Liability Coverage Form, the following is added to **Section I – Coverages, Additional Coverages:**

**Loss Assessment**

- a. We will pay up to the Limit Of Insurance shown in the Schedule for Liability Loss Assessment for your share of loss assessment charged against you, as owner of the "dwelling", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" not excluded from coverage under this endorsement or elsewhere in the Policy to which this endorsement is attached; or
- (2) Liability for an act of a director, officer or trustee in the capacity of director, officer or trustee, provided such person:
  - (a) Is elected by the members of a corporation or association of property owners; and

- (b) Serves without deriving any income from the exercise of duties which are solely on behalf of the corporation or association of property owners.

- b. Paragraph 1.b.(2) under **Section I – Coverages, Coverage H – Bodily Injury And Property Damage Liability** does not apply to this **Loss Assessment Coverage**.
- c. Regardless of the number of assessments, the Limit Of Insurance shown in the Schedule for Liability Loss Assessment is the most we will pay for loss arising out of:
  - (1) One "occurrence"; or
  - (2) A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
- d. This Additional Coverage does not apply to assessments charged against you or a corporation or association of property owners by any governmental body.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WYOMING LIMITATIONS ON WINDSTORM OR HAIL COVERAGE FOR ROOF SURFACING

This endorsement modifies insurance provided under the following:

FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM  
FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

### SCHEDULE

"Insured Location(s)" Number(s)	Number And Description Of Building Or Structure	Indicate Applicability (Paragraph A. And/Or Paragraph B.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing**

The following applies with respect to covered loss or damage caused by windstorm or hail to a building or structure described in the Schedule and identified as being subject to this Paragraph **A.**:

1. The **Valuation** Loss Condition applicable to Coverage **A** – Dwellings and Coverage **B** – Other Private Structures Appurtenant To Dwellings in Paragraph **B.1.** under **Section I – Coverages, Coverage A – Dwellings** of the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form is replaced by the provisions of Paragraph **A.3.** below; or

2. If the Declarations indicates that covered loss or damage to covered property, other than improvements and betterments under Coverage **G** – Barns, Outbuildings And Other Farm Structures, will be covered on a replacement cost basis, the **Valuation – Property Other Than Improvements And Betterments** Loss Condition in Paragraph **B.3.b.** under **Section I – Coverages, Coverage G – Barns, Outbuildings And Other Farm Structures** of the Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form is replaced by the provisions of Paragraph **A.3.** below:

3. In the event of loss or damage to roof surfacing caused by windstorm or hail, we will settle such loss or damage to roof surfacing at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. For the purpose of Paragraph **A**, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**B. Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail**

The following applies with respect to covered loss or damage caused by windstorm or hail to a building or structure described in the Schedule and identified as being subject to this Paragraph **B.**:

1. We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

2. For the purpose of this Paragraph **B.**, roof surfacing refers to the metal sheeting covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WYOMING LIMITATIONS ON WINDSTORM OR HAIL COVERAGE FOR ROOF SURFACING (UNIT-OWNERS)

This endorsement modifies insurance provided under the following:

WYOMING – UNIT-OWNERS COVERAGE

### SCHEDULE

Unit Number	Description
<b>Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing</b>	
(Paragraph B.1.b.(2)(a)) Applies:	<input type="checkbox"/>
<b>Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail</b>	
(Paragraph B.1.b.(2)(b)) Applies:	<input type="checkbox"/>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph **B.1.b. Coverage A Conditions, Loss Condition – Valuation:**

**(2) Roof Surfacing**

**(a) Actual Cash Value – Windstorm Or Hail Losses To Roof Surfacing**

The following applies with respect to covered loss or damage caused by windstorm or hail to the unit described in the Schedule and identified as being subject to this Paragraph **B.1.b.(2)(a)**:

In the event of loss or damage to roof surfacing caused by windstorm or hail, we will settle such loss or damage to roof surfacing at actual cash value as of time of loss, but we will not pay more than the amount necessary for repair or replacement.

The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

For the purpose of the provisions in this Paragraph **B.1.b.(2)(a)**, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**(b) Cosmetic Damage To Roof Surfacing Caused By Windstorm Or Hail**

The following applies with respect to covered loss or damage caused by windstorm or hail to the unit described in the Schedule and identified as being subject to this Paragraph **B.1.b.(2)(b)**:

We will not pay for cosmetic damage to roof surfacing caused by windstorm or hail. For the purpose of this endorsement, cosmetic damage means that the windstorm or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purpose of the provisions in this Paragraph **B.1.b.(2)(b)**, roof surfacing refers to the metal sheeting covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WYOMING LIMITATIONS ON COVERAGE FOR ROOF SURFACING

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

### SCHEDULE

Premises Number	Building Number	Indicate Applicability (Paragraph A. And/Or Paragraph B.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** The following applies with respect to loss or damage by a Covered Cause of Loss (including wind and hail if covered) to a building or structure identified in the Schedule as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

For the purpose of Paragraph **A.**, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**B.** The following applies with respect to loss or damage by wind and/or hail to a building or structure identified in the Schedule as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

For the purpose of Paragraph **B.**, roof surfacing refers to the metal sheeting covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.