

<p><b>PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.</b></p>
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## SPECIAL PROVISIONS – ILLINOIS

This endorsement modifies insurance provided under the following:

### EQUIPMENT BREAKDOWN COVERAGE PART FARMOWNERS

**A. Paragraph b. of the Cancellation ADDITIONAL CONDITION is replaced with the following:**

- b.** “We” may cancel this policy only for the reasons stated below by notifying “you” in writing the date cancellation takes effect. This cancellation notice may be mailed to “you” at the last mailing address known to “us”. Proof of mailing will be sufficient proof of notice.

Notification of cancellation will be sent to the Named Insured’s broker, if known, or agent of record, if known, and to the mortgagee or lienholder listed on the policy. “Our” failure to mail the notification of cancellation to the agent, mortgagee, or lienholder does not affect the legal enforceability of the notice on “you” or any “insured”.

**(1)** If this policy has been in effect for 60 days or less, “we” may cancel at any time by notifying “you” at least:

- (a)** 10 days prior to the effective date of cancellation for nonpayment of premium; or
- (b)** 30 days prior to the effective date of cancellation for any other reason.

**(2)** If this policy has been in effect for 61 or more days or is a renewal or continuation policy, “we” may cancel only for one or more of the reasons listed below by written notice of cancellation to “you” at least 10 days before the cancellation takes effect if the cancellation is for nonpayment of premium and at least 60 days before the cancellation takes effect for any of the following reasons:

- (a)** The policy was obtained through a material misrepresentation;
- (b)** Any “insured” violated any of the terms and conditions of the policy;
- (c)** The risk originally accepted has measurably increased;
- (d)** Certification to the Director of Insurance of the loss of reinsurance by “us” which provided coverage to “us” for all or a substantial part of the underlying risk insured; or
- (e)** A determination by the Director of Insurance that the continuation of the policy could place “us” in violation of the insurance laws of the State of Illinois.

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

No action may be brought against “us” unless there has been full compliance with all of the terms under this policy and the action is started within 12 months after the date of loss.

The twelve-month period for legal action against “us” is extended by the number of days between the date the statement of loss is filed with “us” and the date “we” deny the claim in whole or in part.

**C. The Nonrenewal ADDITIONAL CONDITION is replaced with the following:**

#### **14. Nonrenewal**

“We” may elect not to renew this policy. “We” may do so by mailing to “you” at “your” last mailing address known to “us”, written notice, including “our” reason for nonrenewal, at least 60 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Notification of nonrenewal will be sent to the Named Insured’s broker, if known, or agent of record, if known, and to the last known mortgagee or lienholder. “Our” failure to mail the notification of nonrenewal to the agent, mortgagee, or lienholder does not affect the legal enforceability of the notice on “you” or any “insured”.

**D. The Other Insurance ADDITIONAL CONDITION is replaced with the following:**

#### **15. Other Insurance**

- a.** “You” may have other insurance subject to the same plan, terms, conditions, and provisions as this Equipment Breakdown Coverage. If “you” do, “we” will pay “our” share of the covered loss or damage. “Our” share is the proportion that the applicable Limit under this Equipment Breakdown Coverage bears to the Limits of Insurance of all insurance covering on the same basis. But “we” will not pay more than the applicable Equipment Breakdown Limit.
- b.** If there is other insurance covering the same loss or damage, other than that described in paragraph a., “we” will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether “you” can collect on it or not. But “we” will not pay more than the applicable Equipment Breakdown Limit.