Important Information About Your Policy

The new Amendatory Endorsement - Limitation of Liability for Wild Fire Smoke, Soot, Char, Ash, Odor Damage - J6965A 1st Edition (J6965A) is now part of your policy. This endorsement modifies your policy. A brief summary of the changes made by this J6965A Amendatory Endorsement as compared to your policy is set forth below. This is a reduction in coverage. Please carefully read this notice, this endorsement and your policy to determine how this endorsement changes your policy and the coverage now provided. Please keep this endorsement with your other insurance papers.

Below is a brief summary of the changes made by this endorsement.

• This endorsement adds a Limit of Liability of $5,000 to your policy. The “Limit” applies to limit what we will pay under the policy for all loss resulting from Wild Fire Damage.
• Under A. Wild Fire Odor, Smoke, Soot, Char and Ash, of this endorsement, we added definitions for Wild Fire and Wild Fire Damage which apply only to Section I - Property coverage. Note that Wild Fire Damage does not include actual burn damage or heat damage to covered property by a wild fire.
• Under B. Limited Coverage of Wild Fire Damage, of this endorsement:
  • The following are subject to the $5,000 Limit of Liability: sudden and accidental direct physical loss or damage to covered property, Fair Rental Value, Loss of Rents, or Additional Living Expense coverage; Other or Additional Coverage or any Extension of Coverage per the terms of those coverages.
  • The limit of liability also includes the costs and expenses required to clean visible wild fire matter from your property or to neutralize or deodorize a smoke odor from a Wild Fire.
  • The limit of liability does not include any coverage for loss or expenses incurred by you because you were prohibited by a civil authority from use of the residence premises because of a Wild Fire. An example of such prohibited use would be expenses incurred due to a mandatory evacuation.
  • We do not cover or pay to clean Wild Fire smoke, soot, char, ash, debris and other matter which is not visible to the unaided human eye.
  • We do not cover or pay to neutralize or deodorize wild fire smoke odor unless the smoke odor remains on your property for thirty (30) days after the wild fire has been fully contained as announced by the fire agency responsible for suppression of the fire.
  • The Limit of Liability is a total aggregate limit per policy period, applies without regard to the number of buildings, other or separate structures or the amount of personal property insured by your policy, is not additional insurance, and does not increase the coverage limits of any coverage provided in this policy.
  • The policy deductible as set forth in your policy applies to all loss, damage or expense payable under this endorsement.
• Under C. Dispute Resolution of this endorsement, a new dispute resolution is introduced.
  • The Appraisal clause in your policy does not apply to resolve disputes as to the existence of Wild Fire Damage or to determine the types of repairs or remediation needed or to value the costs to repair, replace or remediate Wild Fire Damage.

Since the policy with all of its endorsements (including the one below) is your contract with us, it takes precedence over any other explanatory supplement, including this opening notice. If you have any questions about these changes or other insurance needs please contact your Farmers® agent.
Limitation of Liability for Wild Fire Smoke, Soot, Char, Ash, Odor Damage 
(J6965A - 1st Edition)

Limit of Liability: $5,000

This endorsement adds a Limit of Liability (the "Limit") to your policy. The "Limit" applies to limit what we will pay under the policy for all loss, damage and costs caused by, arising from or incurred as a result of Wild Fire Damage.

A. Wild Fire Odor, Smoke, Soot, Char and Ash.

For purposes of this endorsement, and applying only to Section I - Property coverage:

Wild fire includes but is not limited to brush fires, grass fires and timber fires, or any combination fueled by timber, scrub, brush, grass, or any other type of vegetation. However, structures may also be burned in a wild fire.

Wild Fire Damage means any type of visible to the unaided human eye smoke, soot, char, ash, particles, particulate matter, material or other byproduct or debris (all wild fire matter), or odor that is produced, emitted or released during or directly resulting from or following a wild fire event. Wild Fire Damage does not include actual burn damage or heat damage to covered property by a wild fire.

B. Limited Coverage of Wild Fire Damage.

We will pay up to the above stated "Limit" for all:

1. sudden and accidental direct physical loss or damage to covered property;
2. Fair Rental Value, Loss of Rents, or Additional Living Expense coverage; and
3. Other or Additional Coverage or any Extension of Coverage per the terms of those coverages;

caused by, resulting from, contributed to or consisting of Wild Fire Damage from a wild fire event. The "Limit" also includes the costs and expenses required to clean visible wild fire matter from your property or to neutralize or deodorize a smoke odor from a wild fire. If covered in your policy, the "Limit" does not include and does not limit any coverage for loss or expenses incurred by you because you were prohibited by a civil authority from use of the residence premises because of a wild fire.

We do not cover and we do not pay to clean Wild Fire smoke, soot, char, ash, debris and other matter which is not visible. We do not cover and we do not pay to neutralize or deodorize wild fire smoke odor unless a smoke odor remains on your property for thirty (30) days after the wild fire has been fully contained as announced by the fire agency responsible for suppression of the fire.

The "Limit":

1. is a total aggregate limit per policy period;
2. applies without regard to the number of buildings, other or separate structures or the amount of personal property insured by this policy;
3. is not additional insurance; and
4. does not increase the coverage limits of any coverage provided in this policy.

The policy deductible as set forth in your policy applies to all loss, damage or expense payable under this endorsement.

Except as expressly provided otherwise herein, this "Limit" limits what we will pay under all coverages provided under the policy, including by way of example but not limited to coverage for fire or smoke, and including whether the coverage is by way of an express coverage grant or is by way of an exception to an exclusion or uninsured type of damage.

C. Dispute Resolution.