

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARMERS PERSONAL LIABILITY**SCHEDULE***

This Farmers Personal Liability insurance applies only to the coverages for which a premium is shown in this Schedule.

	Operated By You	Rented To Others
All Farm Premises owned, rented or operated by you, are located as follows:		
a.	_____	_____
b.	_____	_____
c.	_____	_____

	ADVANCE PREMIUM
1. Farms Owned And Operated Or Rented And Operated By You Or Your Employees	
a. Initial Farm Premises with or without buildings (including all additional farm acreage with or without buildings) TOTAL ACREAGE _____	\$ _____
b. Additional Farm Premises with buildings Number of Premises _____ x Rate per premises \$ _____ =	\$ _____
2. Farms Owned By You And Rented To Others	
a. All Farm Premises without buildings	\$ _____
b. Each Farm Premises with buildings Number of Premises _____ x Rate per premises \$ _____ =	\$ _____
c. Total Acreage of 2.a. and 2.b. = _____ Additional Flat Charge based on total acreage	\$ _____
3. Exceptions To Farming Business No "business", other than "farming", is conducted on the "insured location". Exceptions, if any:	
4. Insured Farming Employees Complete either a. or b. below, as applicable.	
a. Maximum number of days employed at any one time during the policy period or total number of person days worked:	
(1) Part Time (over 40 days but less than 180 days a year) Number of employees _____ x Rate per employee \$ _____ = \$ _____	
(2) Part Time (40 days or less a year) Number of person days _____ x Rate per 100 person days \$ _____ = \$ _____	
(3) Full Time (180 days or more a year) Number of employees _____ x Rate per employee \$ _____ = \$ _____	
SUBTOTAL	\$ _____
b. Total Payroll (Total Payroll \$ _____ ÷ \$100) = _____ x Rate per \$100 \$ _____ = \$ _____	
TOTAL PREMIUM	\$ _____

* Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

A. With respect to the coverage provided in this endorsement, Definitions **B.3.** and **6.** in the policy form are deleted and replaced by the following and apply to all parts of Section II.

3. "Business" means:

- a. A trade, profession or occupation except farming, engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:
 - (1) Farming;
 - (2) One or more activities, not described in (3) through (5) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (3) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (4) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (5) The rendering of home day care services to a relative of an "insured".

6. "Insured location" means:

- a. The "residence premises" shown in the Declarations and the farm premises shown in the Schedule above;
- b. The part of other premises, other structures and grounds used by you as a residence; and:
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in a. or b. above;
- d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
- e. Vacant land owned by or rented to an "insured";

- f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

B. The following definitions are added for the coverage provided by this endorsement:

3. "Farm employee" means:

- a. An employee whose usual duties are principally related to the "farming" operations of an "insured"; or
- b. An employee leased to an "insured" by a labor leasing firm under an "agreement" between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

"Farm employee" does not mean a "residence employee" or an "employee" while engaged in an "insured's" "business".

4. "Farming" includes the operation of roadside stands maintained principally for the sale of the "insured's" farm products.

5. "Insured farm employee" means any "farm employee" if the Declarations show a premium charge for "insured farm employees".

SECTION II – LIABILITY COVERAGES

Section II – Liability Coverages is deleted and replaced by the following:

A. Coverage E – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

- 1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage F – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees" or "insured farm employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" or a "farm employee" in the course of the employee's employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

SECTION II – EXCLUSIONS

Section II – Exclusions is deleted and replaced by the following:

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used to service an "insured location";
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
- d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **A.6.a.**, **b.**, **d.**, **e.** or **h.** above; or
- e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or
 - (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured";
 - c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less; or
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in **(c)** and **(d)** above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Coverages **E** and **F** do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. Business

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage;
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;
- (3) The rental or holding for rental of an "insured location" that is a farm premises used for farming purposes provided:
 - (a) It is shown in the Schedule above or acquired during the policy period; and
 - (b) It is rented during the policy period; or
- (4) The rental or holding for rental of a farm premise described in (3) above that contains a dwelling also rented or held for rental to others provided the dwelling is rented during the policy period;

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

- a. Owned by an "insured";
 - b. Rented to an "insured"; or
 - c. Rented to others by an "insured";
- that is not an "insured location";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Pollution

"Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release or escape of pollutants into or upon land, the atmosphere or any watercourse or body of water.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is sudden and accidental;

7. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

8. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

9. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's Premises Not An Insured Location" do not apply to "bodily injury" to a "residence employee" or "insured farm employee" arising out of and in the course of the employee's employment by an "insured".

F. Coverage E – Personal Liability

Coverage **E** does not apply to:

1. Liability:
 - a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section **II** – Additional Coverages;
 - 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"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";
unless excluded in **a.** above or elsewhere in this policy. This exclusion does not apply to a warranty of goods or products;
2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - a. Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

b. Would be an insured under such a policy but for the exhaustion of its limit of liability;

6. "Bodily injury" to you or an "insured" as defined under Definitions **5.a.** or **b.**;

This exclusion also applies to any claim made or suit brought against you or an "insured":

a. To repay; or

b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured";

7. "Bodily injury" to a "farm employee", other than an "insured farm employee", arising out of and in the course of the employee's employment by an "insured";

8. "Property damage" to and arising out of:

a. Products manufactured, sold, handled or distributed by an "insured";

b. Work performed by or for an "insured"; or

9. "Property damage" arising out of any substance released or discharged from any aircraft.

G. Coverage F – Medical Payments To Others

Coverage **F** does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
 - a. Occurs off the "insured location"; and
 - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive any benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or
- d. Any consequence of any of these;
4. To any person other than a "residence employee" or "insured farm employee" of an "insured", regularly residing on any part of the "insured location"; or

5. To any "farm employee" or other person engaged in work in the maintenance or use of the "insured location" as a farm. This exclusion does not apply to any other person while on the "insured location" in a neighborly exchange of assistance for which the "insured" is not obligated to pay any money.

ADDITIONAL CONDITIONS

When a premium is shown under 4. Insured Farm Employees in the Schedule, the following conditions apply:

A. Premium – Coverages E And F

1. All premiums for this policy will be computed in accordance with our rules, rates and minimum premiums.
2. A premium shown as "advance premium" is only a deposit premium. It will be applied to the amount of the earned premium due at the end of the policy period.
3. At the end of each audit period, the earned premium will be computed and, upon notice to you, will become due and payable.
4. If the earned premium for the policy period is less than the premium previously paid, we will return the unearned portion of the premium to you.

5. You must keep records of information necessary for the premium computation. You must also send copies of these records to us at the end of the policy period and at any time during the policy period that we request.

B. Inspection And Audit – Coverages E And F

We will be permitted but not obligated to inspect your property and operations at any time.

Whether we inspect or not, we do not warrant that your property or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the policy period or within three years after the termination of this policy. However, our right to examine and audit is restricted to the subject matter of this insurance.

All other provisions of this policy apply.