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

# **FARMERS PERSONAL LIABILITY**

# **SCHEDULE\***

I Farm Premises owned, rented or operated by you, are located as follows:	Operated By You	Rented To Others
l.		
).		
. Farms Owned And Operated Or Rented And Operated By You Or Your E	mnlovees	ADVANCE PREMIUM
a. Initial Farm Premises with or without buildings (including all additional farm		FIXEIVIIOIVI
acreage with or without buildings) TOTAL ACREAGE	\$	
b. Additional Farm Premises with buildings	Ψ	·
Number of Premises x Rate per premises \$ =	= \$	
2. Farms Owned By You And Rented To Others	- Ψ	
a. All Farm Premises without buildings	\$	
<b>b.</b> Each Farm Premises with buildings	Ť	
Number of Premises x Rate per premises \$ =	= \$	
c. Total Acreage of 2.a. and 2.b.=		
o. Total Moreage of <b>Lia:</b> and <b>Lib:</b>		
	\$	
Additional Flat Charge based on total acreage	\$	
Additional Flat Charge based on total acreage  B. Exceptions To Farming Business		
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Additional Flat Charge based on total acreage  3. Exceptions To Farming Business  No "business", other than "farming", is conducted on the "insured location". Insured Farming Employees		
Additional Flat Charge based on total acreage  8. Exceptions To Farming Business  No "business", other than "farming", is conducted on the "insured location". E  9. Insured Farming Employees  Complete either a. or b. below, as applicable.	Exceptions, if ar	
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HO-210T (07-07) Page 1 of 4

#### **DEFINITIONS**

With respect to the coverage provided in this endorsement, Definitions **3.** and **8.** 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) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
  - (4) Providing home day care services to a relative of an "insured".

#### 8. "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.

- i. Any premises owned by you and rented to others for use as a residence by not more than four families, if shown in the Declarations as an ADDITIONAL RESIDENCE RENTED TO OTHERS; or
- j. Any other structure on the "residence premises" rented to others as a private residence for which a limit of liability is shown in the Declarations for STRUCTURES RENTED TO OTHERS.

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

#### **14.** "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".
- **15.** "Farming" includes the operation of roadside stands maintained principally for the sale of the "insured's" farm products.
- **16.** "Insured farm employee" means any "farm employee" if the Declarations show a premium charge for "insured farm employees".

#### **SECTION II - LIABILITY COVERAGES**

**COVERAGE F MEDICAL PAYMENTS TO OTHERS** is deleted and replaced by the following:

### COVERAGE F MEDICAL PAYMENTS TO OTHERS.

We will pay the necessary medical expenses incurred or medically determined 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. This coverage does apply to "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".
- **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.

HO-210T (07-07) Page 2 of 4

- **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".
- d. is caused by an animal owned by or in the care of an "insured".

#### **SECTION II - EXCLUSIONS**

# A. Coverage E - Personal Liability and Coverage F - Medical Payments to Others.

The following is added under exclusion **2.**:

- **d.** The rental or holding for rental of an "insured location" that is a farm premises used for farming purposes provided:
  - (1) It is shown in the Schedule above or acquired during the policy period; and
  - (2) It is rented during the policy period; or
- e. The rental or holding for rental of a farm premise described in d. above that contains a dwelling also rented or held for rental to others provided the dwelling is rented during the policy period;

The following exclusion is added:

**12.** 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.

# B. Coverage E- Personal Liability and Coverage F- Medical Payments to Others.

The last paragraph is deleted and replaced by the following:

Exclusions **A.4.**, **B.1.**, **B.2.**, **B.3.** and **B.4.** 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".

#### C. Coverage E - Personal Liability.

The following exclusions are added:

- 8. "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";
- 9. "Property damage" to and arising out of:
  - **a.** Products manufactured, sold, handled or distributed by an "insured";
  - Work performed by or for an "insured"; or
- "Property damage" arising out of any substance released or discharged from any aircraft.

## D. Coverage F - Medical Payments to Others.

Exclusion **4.** is deleted and replaced by the following:

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

The following exclusion is added:

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.

- 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

HO-210T (07-07) Page 3 of 4

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.

HO-210T (07-07) Page 4 of 4