

FARM UMBRELLA LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **IV** – Definitions.

SECTION I – COVERAGES

COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the "insured" the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking damages because of "bodily injury" or "property damage" to which this insurance applies, when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted.

However, we will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. When we have no duty to defend, we will have the right to defend or to participate in the defense of the "insured" against any "suit" seeking damages to which this insurance may apply.

We may, at our discretion, investigate any "occurrence" that may involve this insurance and settle any claim or "suit", which we have the duty to defend, that may result.

But:

- (1) The amount we will pay for damages is limited as described in Section **II** – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage **H** or **I**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **H** and **I**.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no "insured" listed under Paragraph **a.** of Definition **13.** "Insured" and no employee authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized employee knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" that occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Paragraph **a.** of Definition **13.** "Insured" or any employee authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph **a.** of Definition **13.** "Insured" or any employee authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- f. "Property damage" that is loss of use of tangible property that is not physically injured will be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured" even if the resulting "bodily injury" or "property damage":

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

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the "insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the "insured" would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for an "insured's" "indemnitee" shall be deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that "indemnitee" against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are claimed.

c. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "insured". However, this subparagraph, (1)(a), does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iii) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a fire, if the fire:

- i. Is set by the "insured" on the "insured location"; and
- ii. Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and
- iii. Is not set in violation of an ordinance or law;

(b) At or from any premises, site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any "insured"; or
- (ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor. However, this subparagraph, (1)(d), does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(e) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

- (f) That are, or that are contained in any property that is:
 - (i) Being transported or towed by, handled, or handled for movement into, onto or from, a "covered auto";
 - (ii) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (iii) Being stored, disposed of, treated or processed in or upon a "covered auto";
- (g) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto a "covered auto"; or
- (h) After the "pollutants" or any property in which the "pollutants" are contained are moved from a "covered auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

With respect to liability arising out of the ownership, maintenance, or use of "covered autos", Subparagraphs (f), (g) and (h) do not apply to the extent that valid "underlying insurance" for the pollution liability risks they describe exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

- (2) "Pollution cost or expense".

However, this paragraph, (2), does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of request, demand, order or statutory or regulatory requirement, or claim or suit by or on behalf of a governmental authority.

d. Release Or Discharge From Aircraft

"Bodily injury" or "property damage" caused by or resulting from any substance released or discharged from an aircraft.

This exclusion does not apply to model or hobby aircraft unless used or designed to carry an operator(s), any other person(s) or cargo.

e. Aircraft

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft.

This exclusion, e., applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any "insured".

This exclusion, e., does not apply to the extent that valid "underlying insurance" for the aircraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

f. Watercraft

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any watercraft.

This exclusion, f., applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any "insured".

This exclusion, f., does not apply to the extent that valid "underlying insurance" for the watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

g. Autos

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

h. Recreational Motor Vehicle

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any "recreational motor vehicle" owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading"; or
- (2) Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any "recreational motor vehicle".

This exclusion, **h.**, applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" that caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "recreational motor vehicle" that is owned or operated by or rented or loaned to any "insured".

This exclusion, **h.**, does not apply to the extent that valid "underlying insurance" for the "recreational motor vehicle" liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

i. Use Of Livestock Or Other Animals

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

- (1) The use of any livestock or other animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this exclusion, **i.(1)**, applies only to "occurrences", arising out of such contests or activities that take place at the site designated for the contest or activity; or
- (2) The use of any livestock or other animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event.

This exclusion, **i.**, does not apply to the extent that valid "underlying insurance" for the use of livestock or other animal liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

j. Racing Activities

"Bodily injury" or "property damage" arising out of the use of any "auto", "recreational motor vehicle", watercraft or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength, demolition contest, in any stunting activity or other similar competition.

k. Business Pursuits

"Bodily injury" or "property damage" arising out of or in connection with a "business" engaged in by an "insured". This exclusion 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".

This exclusion, **k.**, does not apply to:

- (1) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees. But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an "insured".
- (2) The extent that valid "underlying insurance" for the "business" pursuits liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

l. Custom Farming

"Bodily injury" or "property damage" arising out of the "insured's" performance of, or failure to perform, "custom farming" operations.

This exclusion, **l.**, does not apply to the extent that valid "underlying insurance" for the "custom farming" liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

m. Professional Services

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

n. Rental Of Premises And Ownership Or Control Of Premises

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

- (1) An act or omission in connection with any location (other than an "insured location") that is rented to, or owned or controlled by, the "insured".

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee" arising out of and in the course of employment by the "insured".

- (2) The rental or holding for rental of an "insured location".

This exclusion, **n.(2)**, does not apply to the rental or holding for rental of any part of an "insured location" shown in the Declarations or acquired during the present annual policy period to the extent that valid "underlying insurance" for such liability risks exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

Exclusion **2.k.** under Coverage **H** does not apply with respect to the coverage provided in this exception to Exclusion **n.(2)**.

o. Workers' Compensation Or Similar Law

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

p. Employers Liability

"Bodily injury" sustained by:

- (1) Any employee (other than a "residence employee") as a result of his or her employment by the "insured";
- (2) Any "residence employee", unless the employee makes a written claim or brings "suit" no later than 36 months after the end of the policy period; or
- (3) The spouse, child, parent, brother or sister of any employee as a consequence of "bodily injury" to that employee.

This exclusion applies whether the "insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion, **p.**, does not apply to "occurrences" of "bodily injury" for which the "insured" has assumed liability under an "insured contract".

This exclusion also does not apply to the extent that valid "underlying insurance" for the employers liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to "residence employees" not entitled to workers' compensation benefits.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Building Or Structure Under Construction

"Bodily injury" arising out of any premises on which a building or structure is being constructed.

This exclusion, **r.**, does not apply to the extent that valid "underlying insurance" for risks of liability arising from buildings or structures under construction described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

s. Bodily Injury To An Insured

"Bodily injury" to you or to any "insured" within the meaning of "insured" as defined in Paragraphs **13.a.(1)(a)** and **13.b.(1)** in Section **IV** – Definitions.

This exclusion also applies to any claim made or "suit" brought against you or any "insured" as defined in Paragraph **13.a.(1)(a)** to:

- (1) Repay; or
- (2) Share damages with;

another person who may be obligated to pay damages because of such "bodily injury".

t. Damage To Property

"Property damage" to:

- (1) Property you own, nor to any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property you rent or occupy;

- (3) Property transported by the "insured" and arising out of the ownership, maintenance or use of a "covered auto";
- (4) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (5) Property loaned to you; or
- (6) Personal property in the care, custody or control of the "insured".

Paragraphs (2), (5) and (6) of this exclusion apply to the extent that the "insured" is obligated by contract to provide insurance for such property. However, Paragraphs (2), (5) and (6) do not apply to "property damage" caused by fire, smoke or explosion.

With respect to "custom farming", Exclusion (6) does not apply to the extent valid "underlying insurance" for the damage to property under the "insured's" care, custody or control risks exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

u. Damage To Your Product

"Property damage" to "your product", arising out of it or any part of it.

v. Damage To Your Work

"Property damage" to:

- (1) "Your work", arising out of it or any part of it; or
- (2) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

But with respect to "custom farming", this exclusion, v., does not apply to the extent that valid "underlying insurance" for liability risks of "your work" as described above exists or would have existed but for the exhaustion of underlying limits for "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

w. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

But with respect to "custom farming", this exclusion, w., does not apply to the extent that valid "underlying insurance" for liability risks of damage to impaired property or property not physically injured described above exists or would have existed but for the exhaustion of underlying limits for "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

This exclusion also does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" after it has been put to its intended use.

x. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use, by any person or organization, because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

y. Communicable Disease

"Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an "insured".

z. 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.

aa. Controlled Substances

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) 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.

bb. Association Liability

Liability coverage for any loss assessment charged against you as a member of an association, corporation or community of property owners.

cc. M.S.A.W.P.A.

Damages awarded under:

- (1) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter "M.S.A.W.P.A.");
- (2) Any law, due to violation of the M.S.A.W.P.A.; or
- (3) Any regulation promulgated pursuant to the M.S.A.W.P.A.

dd. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

ee. E.R.I.S.A.

Any obligation of the "insured" under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments to it or any similar federal, state or local statute.

ff. Personal Injury

"Bodily injury" arising out of "personal injury".

gg. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the "insured" the "ultimate net loss" in excess of the "retained limit" because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the "insured" against any "suit" seeking damages because of

"personal injury" or "advertising injury" to which this insurance applies, when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted.

However, we will have no duty to defend the "insured" against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. When we have no duty to defend, we will have the right to defend or to participate in the defense of the "insured" against any "suit" seeking damages to which this insurance may apply.

We may, at our discretion, investigate any offense that may involve this insurance and settle any claim or "suit", which we have the duty to defend, that may result.

But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages H or I.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages H and I.

- b. This insurance applies to "personal injury" only if caused by an offense:
 - (1) Committed during the policy period; and
 - (2) Arising out of personal activities or out of operations usual or incidental to "farming".
- c. This insurance applies to "advertising injury" only if caused by an offense committed during the policy period.

2. Exclusions

This insurance does not apply to:

- a. "Personal injury" or "advertising injury":
 - (1) **Knowing Violation Of Rights Of Another**
Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury";
 - (2) **Material Published With Knowledge Of Falsity**
Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity;
 - (3) **Material Published Prior To Policy Period**
Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the "insured";
This exclusion does not affect our duty to defend, in accordance with Paragraph 1.a. under Coverage I above, an "insured" prior to determining, through the appropriate legal processes, that that "insured" is responsible for a criminal act;

(5) Contractual Liability

For which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the "insured" would have in the absence of the contract or agreement; or
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement;

(6) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

(7) Employment-Related Practices

To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury;

(8) Professional Services

Arising out of the rendering of, or failure to render, professional services;

(9) Distribution Of Material In Violation Of Statutes

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

(10) War

However caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war; or
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

b. "Personal injury":

(1) Business Pursuits

Arising out of or in connection with a "business" engaged in by an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstances, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to an "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

(2) Civic Or Public Activities For Pay

Arising out of civic or public activities performed for pay by the "insured"; or

(3) Personal Injury To An Insured

To you or to any "insured" within the meaning of "insured" as defined in Paragraphs 13.a.(1)(a) and 13.b.(1) in Section IV – Definitions.

This exclusion also applies to any claim made or "suit" brought against you or any "insured" as defined in Paragraph

13.a.(1)(a) to:

(a) Repay; or

(b) Share damages with;

another person who may be obligated to pay damages because of such "personal injury".

c. "Advertising injury" arising out of:

(1) Breach Of Contract

A breach of contract, except an implied contract to use another's advertising ideas in your "advertisement";

(2) Quality Or Performance Of Goods – Failure To Conform To Statements

The failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(3) Wrong Quotation Or Description Of Prices

The wrong quotation or description of the price of goods, products or services stated in your "advertisement"; or

(4) Business Of Advertising, Broadcasting, Publishing Or Telecasting

An offense committed by an "insured" whose "business" is advertising, broadcasting, publishing or telecasting.

d. **Pollution Cost Or Expense**

"Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES H AND I

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an "insured" we defend, when the duty to defend exists:

a. All expenses we incur.

b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" to which this insurance applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All costs taxed against the "insured" in the "suit".

f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

2. When we have the right but not the duty to defend the "insured" and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the "insured" or the "underlying insurer".

3. If we defend an "insured" against a "suit" and an "indemnitee" of the "insured" is also named as a party to the "suit", we will defend that "indemnitee" if all of the following conditions are met:

a. The "suit" against the "indemnitee" seeks damages for which the "insured" has assumed the liability of the "indemnitee" in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the "insured";

c. The obligation to defend, or the cost of the defense of, that "indemnitee", has also been assumed by the "insured" in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the "insured" and the interests of the "indemnitee";

e. The "indemnitee" and the "insured" ask us to conduct and control the defense of that "indemnitee" against such "suit" and agree that we can assign the same counsel to defend the "insured" and the "indemnitee"; and

f. The "indemnitee":

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the "indemnitee"; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the "indemnitee"; and

- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the "indemnitee" in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that "indemnitee", necessary litigation expenses incurred by us and necessary litigation expenses incurred by the "indemnitee" at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **b.(2)** of the Contractual Liability Exclusion under **2. Exclusions** under Coverage **H – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an "insured's" "indemnitee" and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or when the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

COVERAGE EXTENSION – COVERAGES H AND I

The words "you" and "your", throughout this policy, include your spouse if a resident of the same household.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. "Insureds";
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **H**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage **I**.
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **H** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **I** for the sum of all "ultimate net loss" because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this policy, the "retained limit" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period shown in the Declarations; or
 - b. "Personal injury" or "advertising injury" for offenses that are committed during the policy period shown in the Declarations.

The limits for this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

LOSS CONDITIONS

1. **Bankruptcy**
 - a. **Bankruptcy Of Insured**
Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this policy.
 - b. **Bankruptcy Of Underlying Insurer**
Bankruptcy of the "underlying insurer" will not relieve us of our obligations under this policy. However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
We have no duty to provide coverage under this policy if failure to comply with the following duties is prejudicial to us.
 - a. You must see to it that we are notified as soon as practicable of any "occurrence" or offense that may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against any "insured", you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other "insured" involved must:

- (1) Notify the police if a law may have been broken;
- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (3) Authorize us to obtain records and other information;
- (4) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (5) At our request, assist us in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.

d. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

4. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this policy. When this insurance is excess, we will have no duty under Coverage H or I to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.
- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

5. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

ADDITIONAL CONDITIONS

1. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

2. Appeals

If the "underlying insurer" or "insured" elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for costs taxed against the "insured" in the appeal, pre and postjudgment interest and all other necessary legal expenses incurred.

3. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

4. Fraud

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any "occurrence" or offense for which coverage is sought under this policy.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

6. Loss Payable

Insurance under this policy does not apply unless and until:

- a. The "insured" or "insured's" "underlying insurer(s)" has become obligated to pay the "retained limit"; and

- b. The obligation on the "insured" to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment after an actual trial or written agreement between the "insured", claimant, and us.

7. Transfer Of Defense

If the underlying Limits of Insurance are used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" that seek damages to which this insurance applies and would have been covered by the "underlying insurance" had the applicable limit not been used up.

8. Maintenance Of/Changes To Underlying Insurance

The "underlying insurance" must be maintained in full effect during the term of this policy without reduction of coverage or limits except for reduction of aggregate limits due to payment of claims, settlements or judgments. Failure to maintain "underlying insurance" will not invalidate this insurance, but this insurance will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing as soon as practicable if any "underlying insurance" is cancelled or not renewed or if the limits or scope of coverage of any "underlying insurance" is changed.

9. Coverage Territory

- a. This policy applies to an offense or "occurrence" which takes place anywhere in the world.
- b. If a "suit" is brought in a part of the coverage territory outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the "insured", the "insured" will initiate a defense of the "suit". We will reimburse the "insured", under Supplementary Payments, for any reasonable and necessary expenses that the "insured" incurs for the defense of a "suit" seeking damages to which this insurance applies and that we would have paid had we been able to exercise our right and duty to defend.

If the "insured" becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the coverage territory outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the "insured's" behalf, we will reimburse the "insured" for such sums.

- c. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the "insured" became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- d. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

SECTION IV – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your farm-related goods, products or services for the purpose of attracting customers or supporters.
2. "Advertising injury" means an injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. The use of another's advertising idea in your "advertisement"; or
 - d. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
3. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
4. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish or other mental injury resulting from "bodily injury".
5. "Business" means a trade, profession, occupation, enterprise or activity, other than "farming" or "custom farming", which is engaged in for the purpose of monetary or other compensation.
6. "Covered auto" means only those "autos" to which "underlying insurance" applies.

7. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an "insured", at a farm that is not an "insured location", when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.
- But "custom farming" does **not** mean:
- a. Operations conducted at a premises rented to, leased to or controlled by an "insured";
 - b. Operations for which no compensation in money or goods is received; or
 - c. A neighborly exchange of services.
8. "Farm employee" means any "insured's" employee whose duties are principally in connection with the maintenance or use of the "insured location" as a farm. These duties include the maintenance or use of the "insured's" farm equipment.
- But "farm employee" does not mean any employee while engaged in an "insured's" "business".
9. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your farm premises, maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the "underlying insurance", "farming" does not include:
- a. Retail activity other than that described above; or
 - b. Mechanized processing operations.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
12. "Indemnitee" means a person or organization whose liability for payment of damages because of "bodily injury" or "property damage" covered under this policy has been assumed by an "insured" under an "insured contract".
13. "Insured"
- a. Except for liability arising out of the ownership, maintenance, or use of "covered autos":
 - (1) "Insured" means you, and if you are designated in the Declarations as:
 - (a) An individual, "insured" also means the following members of your household:
 - (i) Your relatives;
 - (ii) Any other person under the age of 21 who is in the care of any person specified above;
 - (iii) A student enrolled in school full time, as defined by the school, who was a member of your household before moving out to attend school, provided the student is under the age of:
 - i. 24 and your relative; or
 - ii. 21 and in your care or the care of a person specified in (a)(i).
- (b) A partnership or joint venture, "insured" also means your members and your partners and their spouses, but only with respect to the conduct of your "farming" operations.
- (c) A limited liability company, "insured" also means:
- (i) Your members, but only with respect to the conduct of your "farming" operations; and
 - (ii) Your managers, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture, or limited liability company, "insured" also means:
- (i) Your executive officers and directors, but only with respect to their duties as your officers and directors; and
 - (ii) Your stockholders, but only with respect to their liability as stockholders.
- (2) "Insured" also means any of your employees other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of the employees' employment by you or while performing duties related to the conduct of your "farming" operations. However, none of these employees is an "insured" for:
- (a) "Bodily injury" or "personal injury" or "advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or performing duties related to the conduct of your "farming" operations;

- (ii) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (a)(i) above; or
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a)(i) or (ii) above.
- (b) "Property damage" to property:
- (i) Owned, occupied or used by; or
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your employees, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- (3) "Insured" also means any person (other than your employee), or any organization while acting as your real estate manager.
- (4) "Insured" also means any person or organization:
- (a) Legally responsible for animals, "recreational motor vehicles" or watercraft owned by an "insured" as defined in Paragraph (1) above, but only insofar as:
 - (i) The insurance under this policy applies to "occurrences" involving animals, "recreational motor vehicles" or watercraft;
 - (ii) That person's or organization's custody or use of the animals, "recreational motor vehicles" or watercraft does not involve "business"; and
 - (iii) That person or organization has the custody or use of the animals, "recreational motor vehicles" or watercraft with the owner's permission.
- (5) Any person or organization having proper temporary custody of your property if you die is an "insured", but only:
- (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (6) Your legal representative if you die is an "insured", but only with respect to duties as your legal representative. That representative will have all your rights and duties under this policy.
- b. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":
- (1) You are an "insured" and if they are members of your household:
 - (a) Your relatives;
 - (b) Any other person under the age of 21 who is in the care of any person specified above.
 - (2) Anyone else while using with your permission a "covered auto" you own, hire, or borrow is also an "insured" except:
 - (a) The owner or lessor from whom you hire or borrow a "covered auto" unless the "covered auto" is a trailer hired or borrowed by you and is connected to a "covered auto" you own.
 - (b) Your employee if the "covered auto" is owned by that employee or by a member of his or her household.
 - (c) Anyone other than your "residence employees" or "farm employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their employees, while moving property to or from a "covered auto".
 - (d) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (e) Employees with respect to "bodily injury" to any co-employee of the "insured" arising out of and in the course of the co-employee's employment in the conduct of your "farming" operations.
 - (f) Someone using a "covered auto" while he or she is working in a "business" of selling, servicing, repairing, parking or storing "autos" unless that "business" is yours.
 - (3) Anyone liable for the conduct of an "insured" described above is also an "insured", but only to the extent of that liability.
- c. Any Additional Insured under any policy of "underlying insurance" will automatically be an "insured" under this insurance. However, Additional Insured coverage provided under this Paragraph c. will not be broader than coverage provided by the "underlying insurance".
- If coverage provided to the Additional Insured is required by a written contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

14. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. That part of any contract or agreement entered into, as part of your "farming" operations, pertaining to the rental or lease, by you or any of your "farm employees", of any "auto". However, such contract or agreement:
 - (1) Does not constitute an "insured contract" insofar as it includes terms obligating you or any of your "farm employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "farm employees";
 - (2) Constitutes an "insured contract" only if and to the extent that valid "underlying insurance" on the liability you or any of your "farm employees" assume under it exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage";
- f. That part of any other contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs e. and f. do not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

15. "Insured location" means:

- a. The farm premises (including grounds and private approaches) and "residence premises" shown in the Declarations;
 - b. The part of other premises, or of other structures and grounds, that is used by you as a residence and:
 - (1) Shown in the Declarations; or
 - (2) Acquired by you during the present annual policy period for your use as a residence;
 - c. Premises used by you in conjunction with the premises included in Paragraphs a. or b. above;
 - d. Any part of premises not owned by any "insured" but 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:
 - (1) A dwelling is being constructed for occupancy by an "insured", or by an "insured's" "farm employees" or "residence employees"; or
 - (2) A building or structure is being constructed for use of an "insured" in "farming" operations.
 - g. Individual or family cemetery plots or burial vaults of an "insured";
 - h. Any part of premises occasionally rented to any "insured" for other than "business" purposes; and
 - i. Any farm premises (including its grounds and private approaches) that you or your spouse acquire during the present annual policy period.
- 16. "Loading or unloading" means the handling of property:**
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "recreational motor vehicle";
 - b. While it is in or on an aircraft, watercraft, or "recreational motor vehicle"; or
 - c. While it is being moved from an aircraft, watercraft or "recreational motor vehicle" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "recreational motor vehicle".
- 17. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads, except that snowmobiles are "mobile equipment" only while on an "insured location" or any premises you own or rent;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraphs **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraphs **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 18. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 19. "Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of, a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
- 20. "Pollutants" mean 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.
 - 21. "Pollution cost or expense" means any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
 - 22. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to "covered autos", "property damage" also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.
 - 23. "Recreational motor vehicle" means:
 - a. All-terrain vehicle;
 - b. Dune buggy;
 - c. Golf cart;
 - d. Snowmobile while off an "insured location" or any premises you own or rent;
 - e. Any other motorized land vehicle which is designed for recreational use off public roads; or
 - f. Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraphs **a.**, **b.**, **c.**, **d.** or **e.** above.

- 24.** "Residence employee" means an "insured's" employee whose duties are principally in connection with the maintenance or use of the "residence premises", including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the "business" of any "insured".
- 25.** "Residence premises" means your principal residence and the grounds and structures appurtenant to it.
"Residence premises" does not include any part or parts of a building or structure that are used for "business".
- 26.** "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.
- 27.** "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the "insured" before this insurance becomes applicable to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
- 28.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal injury" and "advertising injury" to which this insurance applies are claimed or sought. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent or the "underlying insurer's" consent.
- 29.** "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the "insured" becomes legally obligated to pay as damages by reason of settlements or judgments or any arbitration or other alternative dispute resolution proceeding entered into with our consent or the "underlying insurer's" consent.
- 30.** "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
- 31.** "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance" in the Declarations.
- 32.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You; and
 - (b)** Others trading under your name.
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 33.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.