

FARM PREMISES AND PERSONAL UMBRELLA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

	Personal Liability Coverage Applies	
	Custom Farming Liability Coverage Applies	Advance Premium \$

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The definitions of "employee", "leased worker", "temporary worker" and "volunteer worker", as shown in Section V – Definitions of the Commercial Liability Umbrella Coverage Form do not apply to the insurance provided under this endorsement.

SECTION I – PREMISES, OPERATIONS AND PRODUCTS LIABILITY COVERAGE

Subject to the provisions of this endorsement, insurance under the Commercial Liability Umbrella Coverage Form applies with respect to liability arising out of the ownership, use or maintenance of "farm premises". The terms ownership, use or maintenance include operations necessary or incidental to ownership, use or maintenance.

A. Coverage A – Bodily Injury And Property Damage Liability

1. Exclusion 2.a. is replaced by the following:

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.

2. Exclusion 2.o. Damage To Your Work does not apply to operations necessary or incidental to the ownership, use or maintenance of the "farm premises".

3. Unless the Declarations specify otherwise, the following exclusions are added:

u. "Bodily injury" or "property damage" arising out of the ownership, use or maintenance of any part of the "farm premises" that is:

- (1) Used for nonagricultural business purposes;
- (2) Rented to others or held for rental by an insured for nonagricultural business; or
- (3) Rented to others or held for rental by an insured for dwelling purposes.

This exclusion, u.(3), does not apply to the extent that valid "underlying insurance" for the dwelling rental 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";

v. "Bodily injury" or "property damage" arising out of the ownership, use or maintenance of:

- (1) Farm tools, farm tractors and trailers under contract to others for a charge;
- (2) Draft animals or vehicles used with them:
 - (a) Under contract to others for a charge; or
 - (b) Used for route delivery; or
- (3) Saddle animals:
 - (a) Rented to others by or for an insured; or
 - (b) Used in practicing for or participating in any exhibition or contest;

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

- x. 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.;
- y. "Bodily injury" or "property damage" arising out of the insured's performance of, or failure to perform, "custom farming" operations.
- This exclusion, y., and Exclusion 2.m.(4) of the Commercial Liability Umbrella Coverage Form, do not apply if the Custom Farming Liability Coverage option is chosen by entry in the Schedule, but only to the extent that valid "underlying insurance" for "custom farming" liability risks exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".
4. Exclusion 2.i. **Pollution** is replaced by the following:
- i. **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.

B. Paragraph 1.a. under Section II – Who Is An Insured is replaced by the following:

1. If you are designated in the Declarations as:
 - a. An individual, you are an insured; and, if they are members of your household, your spouse, and your and your spouse's relatives who are under the age of 21 are also insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your "farming" operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your "farming" operations. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

C. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition of Section IV – Conditions:

We have no duty to provide coverage under this policy if failure to comply with the duties described in this Condition is prejudicial to us.

D. Section V – Definitions is revised as follows:

1. The following Definitions are added:

- a. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an insured, at a farm that is not a "farm premises", 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:

- (1) Operations conducted at a premises rented to, leased to or controlled by an insured;
- (2) Operations for which no compensation in money or goods is received; or
- (3) A neighborly exchange of services.
- b. "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:
 - (1) Retail activity other than that described above; or
 - (2) Mechanized processing operations.
- c. "Farm premises" means the location identified as such in the Declarations and operated for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":
 - (1) Buildings used as residences;
 - (2) Garages;
 - (3) Stables; and
 - (4) Individual or family cemetery plots or burial vaults.

- d. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
2. Paragraph f. of the "insured contract" definition is replaced by the following:
- "Insured contract" means:
- f. 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 exhaustion of underlying limits for "bodily injury" or "property damage".
3. The "your product" definition is replaced by the following:
- "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You; or
 - (b) Others trading under your name; and
 - (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, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include property rented to or located for the use of others but not sold.

SECTION II – PERSONAL LIABILITY COVERAGE

The following applies only if the Personal Liability Coverage option is chosen by entry in the Schedule.

Subject to the provisions of this Section II, insurance under the Commercial General Liability Umbrella Coverage Form applies with respect to liability arising out of the insured's personal and non-business activities. The term personal or non-business activities does not include any "farming" activity.

A. Coverage A – Bodily Injury And Property Damage Liability

With respect only to coverage provided under this Section II – Personal Liability Coverage, Section I, Coverage A, Paragraph 2. Exclusions under the Commercial Liability Umbrella Coverage Form is replaced by the following:

EXCLUSIONS

This insurance does not apply to:

1. 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":

- 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.

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

2. Business Pursuits

"Bodily injury" or "property damage" arising out of or in connection with a business engaged in by any 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, 2., 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.

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;

3. Rental Of Premises And Ownership Or Control Of Premises

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

- a. The rental or holding for rental:

- (1) By an insured of any part of premises that are not residences; or
- (2) Of any residence owned by an insured.

This exclusion, **3.a.(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" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

Exclusion **A.2. Business Pursuits** under this Coverage **A** does not apply with respect to the coverage provided in the exception to Exclusion **3.a.(2)**;

- b. Any premises that is not an "insured location", but is owned, rented or controlled by an insured.

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

4. Professional Services

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

5. Pollution

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) 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, **a.(1)**, does not apply to:

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

- (c) "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;

- (2) 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;
- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) Any insured; or
 - (b) Any person or organization for whom you may be legally responsible;
- (4) 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, **a.(4)**, does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (5) 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";
- (6) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, a "covered auto";
 - (b) Otherwise in the course of transit by or on behalf of the insured; or
 - (c) Being stored, disposed of, treated or processed in or upon a "covered auto";

- (7) 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
- (8) 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 (6), (7) and (8) 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".

- b. "Pollution cost or expense".

However, this paragraph, b., 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;

6. Association Liability

"Bodily injury" or "property damage" for which an insured is obligated to pay his or her share of any loss assessment charged against all members of an association, corporation or community of property owners;

7. 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, 7., does not apply to written contracts:

- a. That directly relate to the ownership, maintenance or use of an "insured location"; or
- b. Under which the liability of others is assumed by the insured prior to an "occurrence";

provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract;

8. Workers' Compensation Or Similar Laws

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

9. 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;

10. Employers Liability

"Bodily injury" to the spouse, child, parent, brother or sister of an employee as a consequence of "bodily injury" to that employee;

11. Employment-Related Practices

"Bodily injury" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) 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 "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity.

This exclusion also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury;

12. Aircraft

"Bodily injury" or "property damage":

- a. 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
- b. Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any aircraft.

This exclusion, **12.**, 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, **12.**, does not apply to:

- a. Model or hobby aircraft unless used or designed to carry an operator(s), any other person(s) or cargo; and
- b. 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" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

13. Autos

- a. "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- b. 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;

14. Watercraft

"Bodily injury" or "property damage":

- a. 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
- b. Giving rise to vicarious liability, whether or not imposed by law, for the actions of a child or minor involving any watercraft.

This exclusion, **14.**, 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, **14.**, 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" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

15. Recreational Motor Vehicle

"Bodily injury" or "property damage":

- a. 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
- b. 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, **15.**, 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, **15.**, 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" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance";

16. 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;

17. Damage To Property

"Property damage" to property:

- a. Owned by an insured, 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; or
- b. Rented to, occupied or used by, or in the care, custody or control of an insured.

Paragraph **b.** of this exclusion applies to the extent that the insured is obligated by contract to provide insurance for such property. However, Paragraph **b.** does not apply to "property damage" caused by fire, smoke or explosion;

18. Bodily Injury To An Insured

"Bodily injury" to you or to any insured within the meaning of insured as defined in Paragraphs **C.1.a., C.1.b., C.1.c., C.2.a.** and **C.2.b.** below.

This exclusion also applies to any claim made or "suit" brought against you or any insured as defined in Paragraphs **C.1.a., C.1.b.** and **C.1.c.** to:

- a. Repay; or
- b. Share damages with; another person who may be obligated to pay damages because of such "bodily injury";

19. Use Of Livestock Or Other Animals

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

- a. 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, **19.a.**, applies only to "occurrences", arising out of such contests or activities that take place at the site designated for the contest or activity; or
- b. 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;

20. Communicable Disease

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

21. 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;

22. 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;

23. Personal Injury

"Bodily injury" arising out of "personal injury";

24. 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:

- 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

25. War

"Bodily injury" or "property damage", 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. Coverage B – Personal And Advertising Injury Liability

Those provisions of Coverage **B – Personal And Advertising Injury Liability** which apply to damages the insured is obligated to pay because of "personal injury" are extended to apply to liability arising out of the insured's personal or non-business activities.

With respect only to insurance under this **Section II – Personal Liability Coverage**, Coverage **B** is replaced by the following:

COVERAGE B – PERSONAL 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" 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" 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" 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 other "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 III – 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 A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B, Items 1. and 2.

- 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 or non-business activities.

2. Exclusions

This insurance does not apply to:

a. "Personal 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";

(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, (4), does not affect our duty to defend, in accordance with Paragraph 1.a. under Coverage B 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 any indemnity obligation the insured has assumed under a written contract directly relating to the ownership, maintenance or use of the "insured location", provided the "personal injury" occurs subsequent to the execution of the contract;

(6) 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, (6), 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;

(7) Civic Or Public Activities For Pay

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

(8) Pollution

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

(9) 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.

This exclusion also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury;

(10) Personal Injury To An Insured

To you or to any insured within the meaning of insured as defined in Paragraphs C.1.a., C.1.b., C.1.c., C.2.a. and C.2.b. below.

This exclusion also applies to any claim made or "suit" brought against you or any insured as defined in Paragraphs C.1.a., C.1.b. and C.1.c. to:

- (a) Repay; or
- (b) Share damages with; another person who may be obligated to pay damages because of such "personal injury";

(11) 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

(12) 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. Pollution Cost Or Expense

"Pollution cost or expense".

c. With respect only to coverage provided under **Section II – Personal Liability Coverage** of this endorsement, **Section II – Who Is An Insured** in the Commercial Liability Umbrella Coverage Form is replaced by the following:

- 1. Except for liability arising out of the ownership, maintenance, or use of "covered autos":
 - a. You are an insured and, if your spouse is a member of your household, the word you includes your spouse.
 - b. The following persons are also insureds, provided they are members of your household:
 - (1) Your relatives;
 - (2) Any person under the age of 21 who is in the care of a person specified in a. or b.(1) above.
 - c. 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:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a person specified in b.(1).is also an insured.
 - d. Insured also means any person or organization legally responsible for animals, "recreational motor vehicles" or watercraft owned by an insured as defined in Paragraphs a. or b.(1) above, but only insofar as:
 - (1) The insurance under this Section II – Personal Liability Coverage applies to "occurrences" involving animals, "recreational motor vehicles" or watercraft;
 - (2) That person's or organization's custody or use of the animals, "recreational motor vehicles" or watercraft does not involve business; and

- (3) That person or organization has the custody or use of the animals, "recreational motor vehicles" or watercraft with the owner's permission;
- e. Any person while engaged in the employment of you or a person specified in Paragraphs a. or b.(1) above, is also an insured but only insofar as the insurance under this endorsement applies to "occurrences" involving vehicles.
2. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":
- a. You are an insured and, if your spouse is a member of your household, the word you includes your spouse.
- b. The following persons are also insureds, provided they are members of your household:
- (1) Your relatives;
- (2) Any person under the age of 21 who is in the care of a person specified in Paragraphs a. or b.(1) above.
- c. Anyone else while using with your permission a "covered auto" you own, hire, or borrow is also an insured except:
- (1) 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.
- (2) Your employee if the "covered auto" is owned by that employee or by a member of his or her household.
- (3) Anyone other than your "residence employees" while moving property to or from a "covered auto".
- (4) 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.
- (5) 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.
- d. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
- D. With respect to coverage provided by this Section, the following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition of **Section IV – Conditions**:
We have no duty to provide coverage under this policy if failure to comply with the duties described in this Condition is prejudicial to us.
- E. With respect only to coverage provided under this **Section II – Personal Liability Coverage, Section V – Definitions** in the Commercial Umbrella Coverage Form is revised as follows:
1. The definitions of "advertisement" and "executive officer" do not apply to coverage provided under this Section II.
2. The following Definitions are added:
- a. "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:
- (1) Retail activity other than that described above; or
- (2) Mechanized processing operations.
- b. "Farm premises" means the location identified as such in the Declarations and operated for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":
- (1) Buildings used as residences;
- (2) Garages;
- (3) Stables; and
- (4) Individual or family cemetery plots or burial vaults.
- c. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- d. "Insured location" means:
- (1) The "farm premises";
- (2) The part of other premises, or of other structures and grounds, that is:
- (a) Used by you as a residence and shown in the Declarations; or
- (b) Acquired by you during the policy period for your use as a residence;
- (3) Premises used by you in conjunction with the premises included in Paragraphs (1) or (2) above;
- (4) Any part of premises not owned by an insured but where an insured is temporarily residing;
- (5) Vacant land, other than farm land, owned by or rented to an insured;
- (6) Land owned by or rented to an insured on which a one to four-family dwelling is being constructed as a residence for occupancy by an insured, or by an insured's farm employees or "residence employees"; and

- (7) Any part of premises occasionally rented to an insured for other than business purposes.
- e. "Recreational motor vehicle" means:
- (1) All-terrain vehicle;
 - (2) Dune buggy;
 - (3) Golf cart;
 - (4) Snowmobile while off an "insured location" or any premises you own or rent; or
 - (5) Any other motorized land vehicle which is designed for recreational use off public roads; and
 - (6) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraphs (1), (2), (3), (4) or (5) above.
- f. "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.
- g. "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.
3. The "personal and advertising injury" definition is replaced by the following:
"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.