

# FARM LIABILITY COVERAGE FORM

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. 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 those sums that the "insured" becomes legally obligated to pay as damages 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 those damages. 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. We may at our discretion investigate any "occurrence" and settle any claim or "suit" 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** or medical expenses under Coverage **J**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Additional Coverages.

- 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 **11.** "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" had occurred or was occurring, 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 **11.** "Insured" or by 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 **11.** "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" and "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; or
- (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (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"; or
- (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".
- (2) 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such 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, Motor Vehicle, Motorized Bicycle Or Tricycle**

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of any aircraft, "motor vehicle", motorized bicycle or tricycle 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, "motor vehicle", motorized bicycle or tricycle.

This exclusion 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, "motor vehicle", motorized bicycle or tricycle that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to:

- (a) An aircraft that causes "bodily injury" or "property damage" to a "residence employee" who is not operating or maintaining it;
- (b) Parking a "motor vehicle" or motorized bicycle or tricycle on, or on the ways next to, premises you own or rent, provided the "motor vehicle" is not owned by, or rented or loaned to you or the "insured";
- (c) A "motor vehicle" not subject to motor vehicle registration:
  - (i) By reason of its exclusive use as a device for assisting the handicapped; or
  - (ii) Designed for recreational use off public roads and not owned by any "insured";
- (d) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would

qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

- (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment" (Section IV);

**f. Watercraft**

"Bodily injury" or "property damage":

- (1) Arising out of ownership, maintenance, use or entrustment to others of an excluded watercraft described below. 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 an excluded watercraft described below.

This exclusion 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 an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor or are sailing vessels, whether owned by or rented to an "insured".

This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
  - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
  - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
  - (c) One or more outboard engines or motors with 25 total horsepower or less;
  - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
  - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
    - (i) You acquire them prior to the policy period; and

- i. You declare them at policy inception; or
- ii. Your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.

(ii) You acquire them during the policy period.

This coverage applies for the policy period.

(2) That are sailing vessels, with or without auxiliary power:

- (a) Less than 26 feet in overall length;
- (b) 26 feet or more in overall length, not owned by or rented to an "insured".

(3) That are stored.

This exclusion does not apply to "occurrences" of "bodily injury" or "property damage":

- (1) That take place on the "insured location"; or
- (2) Sustained by a "residence employee" in the course of employment by an "insured";

**g. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by a "motor vehicle" owned or operated by, or rented or loaned to, any "insured"; or
- (2) The use of any self-propelled land vehicle, or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength or demolition contest or in any stunting activity;

**h. 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 **h.(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;

**i. 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 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";

**j. Custom Farming**

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

But this exclusion will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence";

**k. Professional Services**

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

**l. 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" or "property damage" 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 does not apply to:

- (a) The rental of a farm premises shown in the Declarations, provided the premises is rented for "farming" purposes and the rental commences during the present annual policy period;
- (b) The rental of a farm premises acquired during the present annual policy period, provided the rental is for "farming" purposes;
- (c) The rental of a residence for residential purposes, provided:
  - (i) The residence is located on a farm premises used for "farming" purposes; and
  - (ii) Such farm premises is shown in the Declarations or acquired during the present annual policy period; and

- (iii) The rental commences during the present annual policy period;
- (d) The occupancy of a part of your principal residence as:
  - (i) Living quarters, by no more than two roomers or boarders; or
  - (ii) An office, school, studio or private garage; or
- (e) The occasional occupancy of your principal residence by persons using the residence exclusively as living quarters.

Exclusion 2.i. under Coverage H does not apply with respect to the coverage provided in Paragraphs (a), (b), (c), (d) or (e) above;

**m. Communicable Disease**

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

**n. Workers' Compensation Or Similar Law**

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

**o. 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.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" for which the "insured" has assumed liability under an "insured contract";

**p. Building Or Structure Under Construction**

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

The only exception to this exclusion is in an "occurrence" of "bodily injury" sustained by:

- (1) Persons who are not "insureds"; or
- (2) "Residence employees" of an "insured" arising out of or in the course of their employment.

But this exception requires that:

- (a) In the case of a building that will be used as a dwelling:
  - (i) It is located on an "insured location"; and
  - (ii) It is intended for occupancy by an "insured", or by an "insured's" "farm employees" or "residence employees";
- (b) In the case of buildings or structures that will be used in "farming" operations, they are located on an "insured location" and intended for the use of an "insured";

**q. Bodily Injury To An Insured**

"Bodily injury" to you or to any "insured" within the meaning of "insured" as defined in Paragraph 11.a.(1) in Section IV – Definitions.

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

- (1) Repay; or
- (2) Share damages with; another person who may be obligated to pay damages because of such "bodily injury";

**r. 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) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (4) Property loaned to you; or
- (5) Personal property in the care, custody or control of the "insured".

But with respect to "custom farming", Paragraph r.(5) will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence";

**s. Damage To Your Product**

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

**t. 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", Exclusion **t.** will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence";

**u. 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", Exclusion **u.** will apply only when your receipts from "custom farming" operations exceed \$5,000 for the 12 months immediately preceding the date of the "occurrence".

This exclusion 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;

**v. 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;

**w. 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;

**x. 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;

**y. Personal Injury**

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

**z. 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; or

**aa. 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.

Exclusions **c.** through **v.** and Exclusion **aa.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section II – Limits Of Insurance.

**COVERAGE I – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the "insured" becomes legally obligated to pay as damages 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 those damages. 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. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" 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 Coverages H or I or medical expenses under Coverage J.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Additional Coverages.

- 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 liability for damages that the "insured" would have in the absence of the 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) 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

**(8) 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 circumstance, 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 Paragraph 11.a.(1) in Section IV – Definitions.

This exclusion also applies to any claim made or "suit" brought against you or any "insured" 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 idea 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-Related Loss, Cost Or Expense**

Any loss, cost or expense arising out of any:

(1) 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

(2) 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".

## COVERAGE J – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay reasonable medical expenses incurred or medically ascertained within 3 years from the date of an accident causing "bodily injury".

We will make these payments regardless of fault.

Reasonable medical expenses means expenses incurred or ascertained for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

b. This coverage applies only:

(1) To a person (other than an "insured") who is on the "insured location" with the permission of an "insured"; or

(2) To a person (other than an "insured") off the "insured location", provided the "bodily injury":

(a) Arises out of a condition on the "insured location" or the ways immediately adjoining it;

(b) Is caused by the activities of an "insured" or by a "farm employee" in the course of employment by an "insured";

(c) Is caused or sustained by a "residence employee" in the course of employment by an "insured"; or

(d) Is caused by an animal owned by or in the care of an "insured".

### 2. Exclusions

We will not pay expenses for "bodily injury" to:

#### a. Professional Services And Business Pursuits

Any person injured while on the "insured location" by reason of:

(1) Professional services being rendered there; or

(2) "Business" being engaged in there. This exclusion, a.(2), applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

The only exceptions to Paragraphs a.(1) and (2) are in "occurrences" of "bodily injury" to a "residence employee";

#### b. Location Rented, Owned Or Controlled By Insured

Any person injured due to an act or omission in connection with any location (other than an "insured location") that is owned, rented 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";

**c. Farm Employees Or Others Maintaining The Farm**

Any "farm employee" or other person engaged in work usual or incidental to the maintenance or use of the "insured location" as a farm.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a "residence employee" or by a person on the "insured location" in a neighborly exchange of assistance for which the "insured" is not obligated to pay any money;

**d. Workers' Compensation Or Similar Law**

Any person eligible to receive any benefits that an "insured" voluntarily provides or is required to provide under any workers' compensation, non-occupational disability or occupational disease law;

**e. Injury To Resident**

Any person regularly residing on any part of the "insured location" or who is a resident member of your household.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee"; or

**f. Coverage H Exclusions**

Any person, if the "bodily injury" is excluded under Coverage H.

**ADDITIONAL COVERAGES**

**1. Supplementary Payments – Coverages H And I**

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an "insured" we defend:

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage H applies. We do not have to furnish these bonds.
- (3) 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.
- (4) 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.
- (5) All costs taxed against the "insured" in the "suit".

(6) 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.

(7) 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.

b. 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" provided all of the following conditions are met:

- (1) 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";
- (2) This insurance applies to such liability assumed by the "insured";
- (3) 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";
- (4) 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";
- (5) 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
- (6) The "indemnitee":
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the "indemnitee"; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the "indemnitee"; and

- (b) Provides us with written authorization to:
  - (i) Obtain records and other information related to the "suit"; and
  - (ii) 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 (Exclusion **2.**) 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:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

## 2. Damage To Property Of Others

- a. We will pay up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

At our option, we will either:

- (1) Pay the actual cash value of the property; or
- (2) Repair or replace the property with other property of like kind and quality.

- b. But we will not pay for "property damage":

- (1) Caused intentionally by an "insured" who is 13 years of age or older;
- (2) To property owned by or rented to an "insured", a tenant of an "insured", or a member of your household; or
- (3) Arising out of:
  - (a) Professional services, or a "business" engaged in by an "insured";
  - (b) An act or omission in connection with any premises (other than an "insured location") that are owned, rented or controlled by the "insured"; or
  - (c) The ownership, maintenance, operation, use, or "loading or unloading" of any "motor vehicle", motorized bicycle or tricycle, farm machinery or equipment, aircraft or watercraft.

## COVERAGE EXTENSION – COVERAGES H, I AND J

The words "you" and "your", throughout this Coverage Form, 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 provisions below fix the most we will pay regardless of the number of:
  - a. "Insureds";
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **H** and Coverage **I**; and
  - b. Medical expenses under Coverage **J**.
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **H**; and
  - b. Medical expenses under Coverage **J**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Included within the Each Occurrence Limit is a special Limit of Insurance of \$10,000, which is the most we will pay for all covered damages that the "insured" becomes legally obligated to pay because of statutorily imposed vicarious liability for the actions of a child or minor. However, we will not pay for those damages excluded by means of **2.e.** or **2.f.** of Section **I – Coverage H, Exclusions**.
4. Subject to the first paragraph in Paragraph **3.**, above, the Fire Damage Limit is the most we will pay under Coverage **H** for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
5. 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 damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
6. Subject to Paragraph **3.** above, the Medical Expense Limit is the most we will pay under Coverage **J** for all medical expenses because of "bodily injury" sustained by any one person.

The limits for this Coverage Form 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 – FARM LIABILITY CONDITIONS

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

#### LOSS CONDITIONS

##### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this Coverage Form.

##### 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 an "occurrence" or an offense which 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 any payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. Any injured person who makes a claim for payment of medical expenses under the provisions of Coverage J must:
  - (1) Give us written proof of claim, under oath if required, as soon as practicable;
  - (2) Execute authorization to allow us to obtain copies of medical reports and records; and
  - (3) Submit to physical examination by a physician selected by us when and as often as we reasonably require.Requirements (1) and (2) above may be carried out by a person acting on behalf of the injured person.
- f. If loss occurs under Additional Coverage 2. – Damage To Property Of Others, you must submit to us within 60 days after the loss, a signed, sworn proof of loss, and exhibit the damaged property, if within your control.

##### 3. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

##### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- 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 Coverage Form 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 Coverage Form 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.

##### 5. No Admission Of Liability With Medical Payments

No payment we make under the provisions of Coverage J constitutes an admission of liability by any "insured" or us.

##### 6. Other Insurance

This condition applies only if, in addition to the insurance provided under this Coverage Form, the "insured" has other insurance under this or any other policy covering the same obligations to pay

damages and provide defense against "suits" for damages.

a. We will pay only the proportion of covered damages and related defense costs that the applicable Limit of Insurance under this Coverage Form bears to the total amount of all your insurance providing the same coverage, in covered "occurrences" arising from any cause **except** the ownership, maintenance, use, operation or "loading or unloading" of a:

(1) "Motor vehicle";

(2) Vehicle which qualifies as "mobile equipment" only while used on premises you own or rent; or

(3) Watercraft.

b. In covered "occurrences" arising from the ownership, maintenance, use, operation or "loading or unloading" of a conveyance described in Paragraphs (1), (2) or (3) above, this insurance will not apply to the extent that any collectible insurance, whether primary, excess or contingent, is available to the "insured".

## 7. 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 Coverage Form, 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 Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

### 2. 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.

### 3. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form 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.

## 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. "Bodily injury" means bodily injury, sickness or disease sustained by a person, and includes death resulting from any of these at any time.

4. "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.

5. "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.

6. "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".

7. "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 Declarations, "farming" does not include:

- a. Retail activity other than that described above;  
or
- b. Mechanized processing operations.
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
9. "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:
- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) Your fulfilling the terms of the contract or agreement.
10. "Indemnatee" means a person or organization whose liability for payment of damages because of "bodily injury" or "property damage" covered under this Coverage Form has been assumed by an "insured" under an "insured contract".
11. "Insured"
- a. "Insured" means you, and if you are:
- (1) An individual, "insured" also means the following 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;
- (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:
- (i) 24 and your relative; or
- (ii) 21 and in your care or the care of a person specified in (1)(a).
- (2) 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.
- (3) A limited liability company, "insured" also means:
- (a) Your members, but only with respect to the conduct of your "farming" operations; and
- (b) Your managers, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, joint venture, or limited liability company, "insured" also means:
- (a) Your executive officers and directors, but only with respect to their duties as your officers and directors; and
- (b) Your stockholders, but only with respect to their liability as stockholders.
- 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.
- b. "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 that:
- (1) Cause "bodily injury" or "personal injury" to someone other than you, your partners or members (if you are a partnership or joint venture), your members (if you are a limited liability company) or a co-employee; and
- (2) Are within the scope of the employee's employment by you. The providing of professional health care services or the failure to provide them will not be considered to be within the scope of any employee's employment by you.
- c. "Insured" also means any person (other than your employee), or any organization while acting as your real estate manager.
- d. "Insured" also means any person or organization:
- (1) Legally responsible for animals or watercraft owned by an "insured" as defined in Paragraph a. above, but only insofar as:
- (a) The insurance under this Coverage Form applies to "occurrences" involving animals or watercraft;
- (b) That person's or organization's custody or use of the animals or watercraft does not involve "business"; and
- (c) That person or organization has the custody or use of the animals or watercraft with the owner's permission.
- e. "Insured" also means any person using a vehicle on the "insured location" with your consent, provided this insurance applies to the vehicle.
12. "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 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 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.

Paragraph e. does 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.

**13. "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 Paragraph 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.

**14. "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 "motor vehicle";
- b. While it is in or on an aircraft, watercraft or "motor vehicle"; or
- c. While it is being moved from an aircraft, watercraft or "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 "motor vehicle".

**15. "Mobile equipment" means the following, including any attached machinery or equipment:**

- a. Bulldozers, forklifts and tractors designed for use principally off public roads;  
Other farm machinery designed for use:
  - (1) Principally off public roads; and
  - (2) As implements for cultivating or harvesting;
- b. Vehicles while on 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, on which are 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 that are 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 "motor vehicles":

- (1) Equipment designed primarily for:
  - (a) Road maintenance, but not construction or resurfacing; or
  - (b) 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 "motor vehicles".

#### 16. "Motor Vehicle"

- a. As used in this Coverage Form, the term "motor vehicle" means:
  - (1) A motorized land vehicle, trailer or semi-trailer:
    - (a) Designed for travel on public roads; or
    - (b) Used on public roads; unless it qualifies as "mobile equipment";
  - (2) Any machinery or equipment attached to a vehicle, trailer or semi-trailer included in Paragraph (1) above;
  - (3) Any motorized golf cart, except a golf cart described in Paragraph b.(3) below, snowmobile or other motorized land vehicle owned by an "insured" and designed for recreational use off public roads, while off an "insured location";
  - (4) 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; or
  - (5) Any vehicle, including any attached machinery or equipment, while being towed by or carried on a vehicle included in Paragraphs (1), (2), (3) or (4) above.
- b. However, "motor vehicle" does not mean:
  - (1) "Mobile equipment";
  - (2) A boat, camp trailer, home trailer or utility trailer unless it is being towed by or carried on a motorized land vehicle included in a.(1) above; or
  - (3) A motorized golf cart owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a

speed of 25 miles per hour on level ground, and that at the time of an "occurrence", is within the legal boundaries of:

- (a) A golfing facility, and is parked or stored there or is being used by an "insured" to:
  - (i) Play the game of golf, or for other recreational or leisure activity allowed by the facility;
  - (ii) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
  - (iii) Cross public roads at designated points to gain access to other parts of the golfing facility; or
- (b) A private residential community, including its public roads upon which a motorized golf cart can legally travel, that is subject to the authority of a property owners' association and contains an "insured's" "residence premises".

17. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
18. "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.
19. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
20. "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.
21. "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".
22. "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".
23. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "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.
24. "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 property rented to or located for the use of others but not sold.
25. "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.