

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

## BROAD FARM PREMISES LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

<b>Limited Pollution Liability Extension Aggregate Limit</b> \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Subject to the provisions of this endorsement, insurance under the Commercial General Liability 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. Limited Farm Pollution Liability Coverage**

The **Pollution** Exclusion, **2.f.** under Coverage **A**, is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**f. 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 a storage tank, other container, duct or piping:
    - (i)** Which is below or partially below the surface of the ground or water; or
    - (ii)** Which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means; if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location:
      - i.** Which is or was at any time owned or occupied by, or rented or loaned to, any insured; or
      - ii.** On or at 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.

Subparagraph **(a)** does not apply to "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; or
- (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 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) "Bodily injury" or "property damage" arising out of "pollutants" actually or allegedly released, discharged or dispersed from an aircraft.
- (3) 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.

2. 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.

3. The following exception is added to Exclusion 2.g.:

- (6) An "auto" or item of "mobile equipment" involved in an "occurrence" on the "farm premises" and not subject to motor vehicle registration by reason of:
  - (a) Use exclusively on the "farm premises"; or
  - (b) Being kept in dead storage on the "farm premises".

4. Exclusion 2.i. does not apply to operations necessary or incidental to the ownership, use or maintenance of the "farm premises".

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

- q. "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; or
  - (2) Rented to others or held for rental by an insured for nonagricultural business or dwelling purposes.
 This exclusion does not apply to:
  - (a) A residence rented to a person who occupies and farms the "farm premises"; or
  - (b) A residence occupied by no more than two roomers or boarders.
- r. "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.
- s. "Property damage" arising out of any substance released or discharged from any aircraft.
- t. "Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services.

**B. Coverage C – Medical Payments**

The following is added to Paragraph 2. **Exclusions:**

- h. To any person engaged in work usual or incidental to the maintenance or use of the "farm premises".

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a person on the "farm premises" in a neighborly exchange of assistance for which the insured is not obligated to pay any money.

**C. Section II – Who Is An Insured**

Paragraph 1. 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.

**D. Section III – Limits Of Insurance**

- 1. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - a. The following is added to **Section III – Limits Of Insurance**:
    - 8. Subject to the General Aggregate Limit shown in the Declarations, the Limited Pollution Liability Extension Aggregate Limit shown in the Schedule is the most we will pay for the sum of:
      - a. Damages under Coverage **A**; and
      - b. Medical expenses under Coverage **C**;
 regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

- 2. The Each Occurrence Limit shown in the Declarations does not apply. Therefore, Paragraph 5. of **Section III – Limits Of Insurance** is deleted.
- 3. Paragraph 7. of **Section III – Limits Of Insurance** is replaced by the following:

Subject to the Limited Pollution Liability Extension Aggregate Limit, the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

**E. Section IV – Commercial General Liability Conditions**

The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition:

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.

**F. Section V – Definitions**

- 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 Declarations, "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.
- 2. The "Your product" definition is deleted and replaced by the following with respect to coverage provided by this endorsement:
 

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

#### **G. Additional Coverage – Custom Farming**

1. Insurance under the Commercial General Liability Coverage Form also applies with respect to liability arising out of the insured's performance of or failure to perform "custom farming" operations.  
But this Additional Coverage will apply only if your receipts during the 12 months immediately preceding the date of the "occurrence" from such "custom farming" operations do not exceed \$5,000.
2. Exclusions **2.j.(4)** and **(6)**, **2.l.** and **2.m.** under Coverage **A** do not apply with respect to this Additional Coverage as described and limited in Paragraph **G.1.** above.