



**OREGON MUTUAL INSURANCE COMPANY  
PERSONAL UMBRELLA LIABILITY POLICY  
SPECIFIED FARM ACTIVITIES**

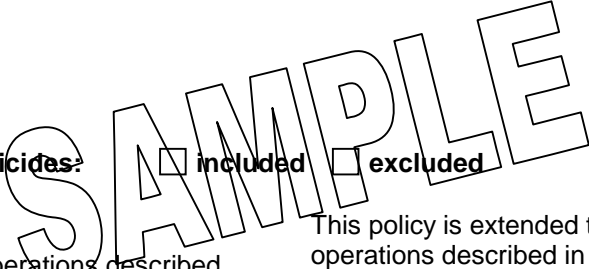
M0282U (1-03)

(The entries required to complete this endorsement will be shown below or on the "declarations".)

**Description of farming operations:**

**Location:**

**Application of Pesticides or Herbicides:**  included  excluded



**DEFINITIONS**

1. With respect to the "farming" operations described above, the definitions of "business" and "domestic employee" are deleted and replaced by the following:

"Business" means a trade, a profession, or an occupation, all whether full or part time. This includes the rental of property to others.

"Business" includes services regularly provided by an "insured" for the care of others and for which an "insured" is compensated. A mutual exchange of like services is not considered compensation.

"Business" does not include:

- a. the "farming" operations described in this endorsement;
- b. part time or seasonal activities that are usually performed by minors; or
- c. activities that are related to "business", but are usually not viewed as "business" in nature.

"Domestic employee" means a person employed by an "insured" to perform duties that relate to the use and care of the "insured premises". This includes a person who performs duties of a similar nature elsewhere for an "insured".

This does not include:

- a. an employee of an "insured" whose duties are in connection with the "farming" operations of the "insured"; or
- b. a person while performing duties in connection with the "business" of an "insured".

2. With respect to the "farming" operations described above, the following definition is added:

"Farming" means the ownership, maintenance, or use of premises for the production of crops or the raising or care of livestock, including all necessary operations. "Farming" also includes the operation of roadside stands and farm markets maintained principally for the sale of the "insured's" own farm products.

Farming does not include other retail activities.

This policy is extended to apply to the "farming" operations described in this endorsement.

**EXCLUSIONS**

1. With respect to the "farming" operations described above, exclusions 8. and 12. are deleted and replaced by the following:

This Personal Umbrella Liability Coverage does not apply to:

- 8. damage to property that is rented to, occupied by, used by, or in the care of an "insured", except for "property damage" caused by fire, smoke, or explosion to property other than farm buildings or farm personal property.
- 12. "bodily injury", "property damage", or "personal injury" that results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" into or upon land, water, or air. However, this exclusion does not apply to:
  - a. "bodily injury", "property damage", or "personal injury" that results from the heat, smoke, or fumes of a fire on the "insured premises" that:
    - (1) becomes uncontrollable or breaks out from where it was intended to be; or
    - (2) is set by the "insured" for the purpose of burning off crop stubble or other vegetation consistent with normal and usual "farming" practices and is not in violation of any ordinances or laws; or
  - b. "bodily injury" or "property damage" that arises out of the ownership, leasing, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of a motor vehicle that is subject to motor vehicle registration or designed for use on public roads, but only to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".

2. With respect to the "farming" operations described above, the following exclusions are added.

**FARM ACTIVITIES**

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This Personal Umbrella Liability Coverage does not apply to:

- a. "bodily injury" or "property damage" that results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement.

This exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence". However, regardless of whether such "bodily injury" or "property damage" is covered by "underlying insurance", this Personal Umbrella Liability Coverage does not apply to "bodily injury" or "property damage" that results from the application of pesticides or herbicides unless coverage for application of pesticides or herbicides is shown in the schedule as included.

- b. "property damage" to products manufactured, sold, handled, or distributed by an "insured" when the "property damage" arises out of such products or a part of the products.
- c. "property damage" to work performed by or for an "insured" when the "property damage" arises out of such work or a part of the work.

This exclusion does not apply to the extent that such "property damage" is covered by "underlying insurance" at the time of the "occurrence".

- d. "bodily injury":
  - (1) to any employee, arising out of employment by an "insured" or out of tasks or duties performed for an "insured"; or
  - (2) to any family member, relative, or dependent of the employee due to "bodily injury" to the employee.

This exclusion applies whether the "insured" is liable either as an employer or in any other capacity and to any obligation of an "insured" to fully or partially reimburse another for damages arising out of the injury.

However, this exclusion does not apply to the extent that such "bodily injury" is covered by "underlying insurance" at the time of the "occurrence".

- e. "bodily injury" or "personal injury" that arises out of any:

- (1) refusal to employ;
- (2) termination of employment;
- (3) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment related practices, policies, acts, errors, or omissions; or
- (4) consequential "bodily injury" or "personal injury" as a result of e.(1), e.(2), or e.(3) above.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for damages arising out of e.(1), e.(2), e.(3), or e.(4) above.

- f. the liability of an employee for "bodily injury" or "personal injury" to another employee. However, this exclusion does not apply to "bodily injury" to the extent that such "bodily injury" is covered by "underlying insurance" at the time of the "occurrence".

- g. "bodily injury" or "property damage" that results from the use of animals, other than horses, in or in the practice or preparation for any prearranged racing, speed, pulling or pushing, or stunt activities or contests.

However, this exclusion applies only to "occurrences" that take place at the location designated for the contest or activity.

- h. "bodily injury" or "property damage" that results from the discharge of substances from an aircraft.

However, this exclusion does not apply to the extent that such "bodily injury" or "property damage" is covered by "underlying insurance" at the time of the "occurrence".

All other "terms" of the policy apply.