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## FARM LIABILITY COVERAGE

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### DEFINITIONS

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1. With respect to Coverages L and M, the definitions of "business" and "domestic employee" are deleted and replaced by the following, but only with respect to the coverage provided by this endorsement:

"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. "farming";
- b. part-time or seasonal activities that are 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 "farm employee" or a person while performing duties in connection with the "business" of an "insured".

2. With respect to Coverages L and M, the following is added to the definition of "insured", but only with respect to the coverage provided by this endorsement:

a person while performing duties as an employee of an "insured" with respect to farm implements and other vehicles covered by this policy.

3. With respect to Coverages L and M, the following is added to the definition of "insured premises", but only with respect to the coverage provided by this endorsement:

the farm premises described on the "declarations", other land "you" use for "farming" purposes, new farm premises acquired by "you" during the policy period, and vacant land owned by or rented to an "insured" including land where a farm structure is being built for the use of an "insured".

4. With respect to Coverages L and M, the following definitions are added, but only with respect to the coverage provided by this endorsement:

"Farm employee" means an employee of an "insured" whose duties are in connection with the "farming" operations of the "insured". This does not include a "domestic employee" or a person employed in "your" "business".

"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 operations of roadside stands and farm markets maintained principally for the sale of the "insured's" own farm products, but it does not include other retail activities.

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## LIABILITY COVERAGES

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### PRINCIPAL COVERAGES -- LIABILITY AND MEDICAL PAYMENTS TO OTHERS

Coverages L and M are extended to apply to "farming".

### INCIDENTAL LIABILITY COVERAGES

The following is added:

**Custom Farm Work** -- "We" pay for "bodily injury" or "property damage" which results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement. Custom farm work includes the use of draft animals, farm tractors, farm trailers, farm implements, and other farm machinery used in performing the work.

This coverage applies only if "your" receipts from custom farm work for the 12 months just before the date of the "occurrence" do not exceed \$5,000. This coverage does not apply to "bodily injury" or "property damage" which results from the application of pesticides or herbicides.

### EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES

1. With respect to the coverage provided by this endorsement, the following exclusions are added under Exclusions That Apply To Coverages L and M:

This policy does not apply to "bodily injury" or "property damage" which results from the use of animals, other than horses, in or in the practice or preparation for, any pre-arranged 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.

This policy does not apply to "bodily injury" or "property damage" which results from the "insured's" performance of or failure to perform custom farm work for others for a charge under contract or agreement, except as provided for by Incidental Custom Farm Work Coverage.

This policy does not apply to "bodily injury" or "property damage" which results from the discharge of substances from an aircraft.

This policy does not apply to "bodily injury" to a "farm employee" of an "insured" if it occurs in the course of employment by the "insured" or the consequential injury to a spouse, child, parent, brother, or sister of such injured 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:

- a. liability assumed by an "insured" under a contract or an agreement; or
  - b. "bodily injury" sustained by a person on the "insured premises" in a neighborly exchange of assistance for which the "insured" is not obligated to pay any money.
2. With respect to the coverage provided by this endorsement, under Additional Exclusions That Apply Only To Coverage L, exclusion 2.b. is deleted and replaced by:
    - b. liability assumed under a contract or an agreement, except as provided by Incidental Contracts and Agreements Coverage. However, this exclusion does not apply to a warranty of goods or products.

3. With respect to the coverage provided by this endorsement, the following exclusions are added under Additional Exclusions That Apply Only To Coverage L:

Coverage L does not apply to "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.

Coverage L does not apply to "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. However, this exclusion does not apply to Incidental Custom Farm Work Coverage.

Coverage L does not apply to "property damage" resulting from the failure of any electronic data processing equipment, computer program, software, media, or data to correctly recognize, interpret, or process any encoded, abbreviated, or encrypted date or time.