

FARMERS PERSONAL LIABILITY

HO-73
(Ed. 4-84)

For an additional premium, Section II — Liability Coverages and Section II — Exclusion are deleted and the following substituted.

The following Declarations are added to this policy. Insurance applies only to the coverages for which a premium is shown.

All Farm Premises owned, rented to others or operated by you, are located as follows:

	Operated by you	Rented to other
a.	_____	_____
b.	_____	_____
c.	_____	_____
		<u>ADVANCE PREMIUM</u>

1. Farms Owned and Operated by You or Your Employees

- a. Initial Farm Premises (with or without buildings) including all additional farm acreage (with or without buildings)

Total Acreage _____ \$

- b. Additional Farm Premises with buildings

No. of premises _____ x Rate per premises \$ _____ = \$

2. Farms Owned by You and Rented to others

- a. All Farm Premises without buildings.

\$

- b. Each Farm premises with buildings

No. of premises _____ x Rate per premises \$ _____ = \$

3. No **business** pursuits, other than **farming**, are conducted on the **insured location**. Exceptions, if any:

4. Insured Farm Employees

Complete either a. or b. below, as applicable.

- a. Maximum number of days employed at any one time during the policy period or total number of man days worked.

- 1) Part Time (over 40 days but less than 180 days a year)

No. of employees _____ x Rate per employee \$ _____ = \$ _____

- 2) Part Time (40 days or less a year)

No. of employees _____ x Rate per employee \$ _____ = \$ _____

- 3) Full Time (180 days or more a year)

No. of employees _____ x Rate per employee \$ _____ = \$ _____

SUBTOTAL \$ _____

b. Total Payroll

(Total Payroll \$ _____ ÷ \$100) = _____ x Rate per \$100 \$ _____ = \$ _____

5. Coverage G — Animal Collision

(\$400 per animal) \$ _____

TOTAL PREMIUM \$ _____

DEFINITIONS

The following definitions are amended for coverage provided by this endorsement and will apply to all parts of Section II.

1. “**business**” includes trade, profession or occupation, excluding **farming**.
2. “**insured location**” means:
 - a. the **residence premises** and the farm premises;
 - b. the part of other premises, other structures and grounds used by you as a residence and:
 - 1) which is shown in the Declarations; or
 - 2) which is acquired by you during the policy period for your use as a residence;
 - c. any premises used by you in connection with a premises in 2a or 2b above;
 - d. any part of premises:
 - 1) not owned by an **insured**; and
 - 2) where an **insured** is temporarily residing;
 - e. vacant land, other than farm land, owned by or rented to an **insured**;
 - f. land owned by or rented to an **insured** on which a one or two family dwelling is being built as a residence for an **insured**;

- g. individual or family cemetery plots or burial vaults of an **insured**;
- h. any part of a premises occasionally rented to an **insured** for other than **business** use.

The following definitions are added for the coverage provided by this endorsement:

3. “**farm employee**” means an employee of an **insured** whose duties are principally related to the **farming** operations of an **insured** but does not mean a **residence employee** or an employee while engaged in an **insured’s business**.
4. “**farming**” includes the operation of roadside stands maintained principally for the sale of **insured’s** farm products.
5. “**insured farm employee**” means any **farm employee** if the Declarations show a premium charge for **insured farm employees**.

SECTION II—LIABILITY COVERAGE

COVERAGE E—Personal Liability

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies, we will:

1. pay up to our limit of liability for the damages for which the **insured** is legally liable; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the **occurrence** equals our limit of liability.

COVERAGE F—Medical Payments to Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except **residence employees** or **insured farm employees**. As to others, this coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**; or
2. to a person off the **insured location**, if the **bodily**

injury:

- a. arises out of a conditions on the **insured location** or the ways immediately adjoining;
- b. is caused by the activities of an **insured**;
- c. is caused by a **residence employee** or a **farm**

employee in the course of employee's employment by an **insured**, or

- d. is caused by an animal owned by or in the care of an **insured**.

SECTION II – EXCLUSIONS

1. Coverage E—Personal Liability and Coverage F—Medical Payments to Others do not apply to **bodily injury** or **property damage**:

- a. which is expected or intended by the **insured**;
- b. arising out of **business** pursuits of an **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- 1) activities which are usual to non **business** pursuits or **farming**; or
- 2) the rental or holding for rental of an **insured location**:
 - a) on an occasional basis if used only as a residence;
 - b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - c) in part, as an office, school, studio or private garage;
- c. arising out of the rendering of or failure to render professional services;
- d. arising out of a premises:
 - 1) owned by an **insured**;
 - 2) rented to an **insured**; or
 - 3) rented to others by an **insured**;

that is not an **insured location**;

- e. arising out of:
 - 1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an **insured**;
 - 2) the entrustment by an **insured** of a motor vehicle or any other motorized land conveyance to any person; or
 - 3) statutorily imposed vicarious parental liability for the actions of a child or minor using a conveyance excluded in the paragraph (1) or (2) above.

This exclusion does not apply to:

- 1) a trailer not towed by or carried on a motorized

land conveyance.

- 2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - a) not owned by an **insured**; or
 - b) owned by an **insured** and on an **insured location**.
- 3) a motorized golf cart when used to play golf on a golf course.
- 4) a vehicle or conveyance not subject to motor vehicle registration which is:
 - a) used to service an **insured's** residence;
 - b) designed for assisting the handicapped; or
 - c) in dead storage on an **insured location**.

f. arising out of:

- 1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
- 2) the entrustment by an **insured** of a watercraft described below to any person; or
- 3) statutorily imposed vicarious parental liability for the actions of a child or minor using watercraft described below.

Watercraft:

- 1) with inboard or inboard-outdrive motor power owned by an **insured**;
- 2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an **insured**;
- 3) that is a sailing vessel, with or without auxiliary power, 26 feet or more in length owned by or rented to an **insured**; or
- 4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an **insured**. But, outboard motors of more than 25 total horsepower are covered for the policy period if:
 - a) 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.
 - b) you acquire them during the policy period.

This exclusion does not apply while the watercraft

is stored.

g. arising out of:

- 1) the ownership, maintenance, use, loading or unloading of an aircraft;
- 2) the entrustment by an **insured** of an aircraft to any person; or
- 3) statutorily imposed vicarious parental liability for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

- h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or military personnel, destruction or seizure or use for military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- i. arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental

Exclusions d, e, f, and g do not apply to **bodily injury** to a **residence employee** or **insured farm employee** arising out of and in the course of the employee's employment by an **insured**.

2. Coverage E – Personal Liability, does not apply to:

a. liability:

- 1) for your share of any loss assessment charged against all members of an association, corporation or community of property owners;
- 2) under any contract or agreement. However, this exclusion does not apply to written contracts:
 - a) that directly relate to the ownership, maintenance or use of an **insured location**;
 - or
 - b) Where the liability of others is assumed by the **insured** prior to an **occurrence**;unless excluded in (1) above or elsewhere in this policy. This exclusion does not apply to a warranty of goods or products;

b. **property damage** to property owned by the **insured**;

c. **property damage** to property on the farm

premises rented to, occupied or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke or explosion;

d. **bodily injury** to a **farm employee**, other than an **insured farm employee**, arising out of and in the course of the employee's employment by an **insured**;

e. **bodily injury** to any person eligible to receive any benefits:

- 1) voluntarily provided; or
- 2) required to be provided;

by the **insured** under any:

- 1) workers compensation law;
- 2) non-occupational disability law; or
- 3) occupational disease law;

f. **bodily injury** or **property damage** for which an **insured** under this policy:

- 1) is also an **insured** under a nuclear energy liability policy; or
- 2) would be an **insured** under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- 1) American Nuclear Insurers;
 - 2) Mutual Atomic Energy Liability Underwriters;
 - 3) Nuclear Insurance Association of Canada;
- or any of their successors;

g. **property damage** to and arising out of:

- 1) products manufactured, sold, handled or distributed by an **insured**;
- 2) work performed by or for an **insured**;

h. **property damage** arising out of any substance released or discharged from any aircraft; or

i. **bodily injury** to you or an **insured** within the meaning of part a. or b. of "**insured**" as defined.

3. Coverage F – Medical Payments to Others, does not apply to **bodily injury**:

a. to a **residence employee** if the **bodily injury**:

1. occurs off the **insured location**; and
2. does not arise out of or in the course of the **residence employee's** employment by an **insured**;

b. to any person eligible to receive any benefits:

1. voluntarily provided; or
2. required to be provided; under any:
 - 1) workers compensation law; or
 - 2) non-occupational disability law;
 - 3) occupational disease law;

c. to any **farm employee** or other person engaged

in work in the maintenance or use of the **insured location** as a farm. This exclusion does not apply to any other person while on the **insured location** in the neighborly exchange of assistance for which the **insured** is not obligated to pay any money;

- d. from any:
 - 1. nuclear reaction;
 - 2. nuclear radiation; or
 - 3. radioactive contamination;
all whether controlled or uncontrolled or however caused; or
 - 4. any consequence of any of these.
- e. to any person other than a **residence employee** or **insured farm employee** of an **insured**, regularly residing on any part of the **insured location**.

COVERAGE G – Animal Collision

Applies only if a premium has been shown in the Declarations above.

We will pay the amount shown in the Declarations under Coverage G for loss by death of any cattle, horse or hybrid, hog, sheep or goat owned by an **insured** if:

- 1. the death is caused by a collision between such animal and a vehicle not owned or operated by an **insured** or any employee; and
- 2. the collision occurs while the animal is within a public highway and is not being transported.

Insured's Duties When Loss Occurs – Coverage G

In case of a loss, you must see that the following are done:

- 1. Give written notice to us or our agent as soon as is practical;
- 2. File a sworn proof of loss with us within ninety-one days after the date of loss;
- 3. Show the damaged property if within your control; and
- 4. Help us in all matters pertaining to the loss.

ADDITIONAL CONDITIONS

When a premium is shown for item 4 in the Declarations, the following conditions apply:

Premium – Coverages E and F

- 1. All premiums for this policy will be computed in accordance with our rules, rates and minimum premiums.
- 2. A premium shown as "advance premium" is only a deposit premium. It will be applied to the amount of the earned premium due at the end of the policy period.
- 3. At the end of each period, the earned premium will be computed and, upon notice to you, will become due and payable.
- 4. If the earned premium for the policy period is less than the premium previously paid, we will return the unearned portion of the premium to you.
- 5. You must keep records of information necessary

for the premium computation. You must also send copies of these records to us at the end of the policy period and at the any time during the policy period that we request.

Inspection and Audit – Coverages E and F

We will be permitted but not obligated to inspect your property and operations at any time.

Whether we inspect or not, we do not warrant that your property or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the policy period or within three years after the termination of this policy. However, our right to examine and audit is restricted to the subject matter of this insurance.