

AMENDATORY ENDORSEMENT FOR FARM OPERATIONS

Refer to Supplemental Declarations if information is not shown on this form.

The coverage modifications under this endorsement are subject to the **terms** contained in the General Policy Provisions and General Liability Coverage.

WHAT WE COVER

The farm program provides Premises and Operations liability and other related hazards for the farming operations at the locations described in the policy.

DEFINITIONS

These terms are defined or redefined for General Liability Coverage as follows:

1. **Automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached to the **automobile**. **Automobile** does not include **mobile equipment** or that unlicensed, unregistered **automobile** used exclusively on the **farm premises** for farming purposes. This definition also excepts automobiles maintained in dead storage on the **farm premises**.
2. **Bodily Injury** means bodily injury, bodily sickness or bodily disease to a person including required care, loss of services and death resulting therefrom.
3. **Farm premises** means the locations shown on the Declarations and when used to support **farming operations**, related private structures on the **farm premises** that are not rented, not held for rental and not used for any **non-farming business** purposes.
4. **Insured**-Each of the following is an **insured** under the conditions and limitations set forth below:
 - a. if the **named insured** is an individual, both the individual and his/her resident spouse and resident relatives are **insureds** but only with respect to the conduct of the **farming operations** of which he/she is the sole proprietor.
 - b. if the **named insured** is a partnership or joint venture, any partner or member and their spouses is an **insured** but only with respect to the conduct of the **farming operations**.
 - c. if the **named insured** is an organization, the executive officers, members of the board of trustees, directors, and governors are **insureds** while acting within the scope of their duties as officers and directors of the **farming operations**. Stockholders are also **insureds** but only with respect to their liability as stockholders.
 - d. if the **named insured** is a limited liability company, the members and managers are **insureds** while acting within the scope of their duties as members and managers of the **farming operations**.
 - e. any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**.
 - f. with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law or any farm implements or vehicle covered under this policy,
 - (i) an employee of the **named insured** while operating any such equipment in the course of his/her employment; and
 - (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (f) with respect to:
 - 1) **bodily injury** to any co-employee of the person driving the equipment; or
 - 2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).
- g. each of the following is also an **insured**:
 - 1) any person or organization having proper temporary custody of **your** property if **you** die, but only:
 - a) with respect to liability arising out of the maintenance or use of that property; and
 - b) until **your** legal representative is appointed.
 - 2) **your** legal representative if **you** die, but only with respect to duties as such. That representative will have all **your** rights and duties under this policy.

And when the applicable coverage has been purchased:

- h. as respects ***bodily injury, property damage, personal injury*** and ***advertising injury*** coverages under the provision ***Insured***, the following is added as an ***insured***:

any employee of the ***named insured*** while acting within the scope of his/her duties, BUT the insurance afforded to such employee DOES NOT APPLY:

- a) to ***bodily injury*** or ***personal injury*** to ***you, your*** partners, members, managers and joint venturers, or to another employee of the ***named insured*** arising out of or in the course of his/her employment;
- b) to ***bodily injury*** or ***personal injury*** arising out of his or her providing or failing to provide professional health care services;
- c) to ***personal injury*** or ***advertising injury*** to the ***named insured*** or, if the ***named insured*** is a partnership, joint venture or limited liability company, any partner, member or manager or the spouse of any partner, member or manager.
- d) to ***property damage*** to property owned, occupied, used, rented, loaned or in the care, custody or control of ***you, your*** employees, joint venturers, managers and any partner or member.

This insurance DOES NOT APPLY to liability arising out of the conduct of any partnership, joint venture, or limited liability company of which the ***insured*** is a partner or member and which is not designated in this policy as a ***named insured***.

ADDITIONAL EXCLUSIONS

In addition to those exclusions shown on forms LS-1, LS-5 or LS-6, as ***you*** selected and which is included in its entirety with this policy, those exclusions are amended to exclude liability arising from:

1. any part of the ***farm premises*** or ***farm operations*** used for non-farming purposes. This exclusion does not include the rental of a residence to a person working on the ***farm premises*** or to a residence occupied by not more than two roomers or boarders;
2. the lease, rental or other relinquishment of ***your*** farm equipment, farm tools, ***farm animals*** or other farm property, to others for a fee or monetary consideration;
3. resulting from the use of farm animals in any racing, speed, pulling or pushing, demolition or stunting activity or contest or in the practice or preparation for such activity or contest;
4. any herbicide, pesticide, fungicide, fertilizer or similar agricultural product released or discharged from any aircraft;
5. any alternate harvest procedure allowing non-employee harvesters to gather ***your*** crop or as it is commonly called "pick your own", whether or not for a fee, except as otherwise insured;
6. the leasing, loaning, sale, boarding, training or breeding of ***farm animals*** owned by others;
7. the transmission of any communicable disease by a ***farm animal***;
8. any custom farming operations except as granted under incidental coverages or by endorsement;
9. any loss or damage caused by seed sold or transferred to others by an ***insured*** arising from the failure of the seed to germinate or to conform to the variety, type, quality or to be suitable for the purpose specified by an ***insured***. Seed shall be broadly defined to mean any seminal or propagative plant materials;
10. any amusement related farm ride, including but not limited to hay rides, pony rides, sleigh rides, carriage rides or wagon rides, whether or not for a fee, except as otherwise insured;
11. any act of discrimination, including but not limited to actual or alleged discriminations based on age, color, creed, ethnic background, gender, physical or mental handicap or infirmity, race, religious preference, or sexual orientation;
12. any act of employment liability, including but not limited to actual or alleged refusal to employ, improper termination of employment and actual or alleged acts of bias in the workplace; or
13. any possession, use, sale, manufacture or transfer of controlled substances excepting those legally obtained prescription drugs as properly prescribed by a physician.

ADDED PROVISIONS PERTAINING TO COVERAGE M

When Coverage M-Premises Medical Payments is included on ***your*** policy, these additional provisions apply.

This coverage applies only to ***bodily injury***:

1. caused by a condition on the ***farm premises you*** own or rent;
2. caused by a condition on the ways next to the ***farm premises you*** own or rent; or
3. caused by ***farming operations*** covered by the ***bodily injury*** liability afforded by this policy.

All other ***terms*** and conditions remain unchanged.