



## FARM POLLUTION LIABILITY (LIMITED COVERAGE)

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

For an additional premium, **we** provide coverage under this endorsement subject to the **terms** contained in the General Policy Provisions and the appropriate Liability Coverage.

This endorsement forms a part of the policy identified below:

Policy No. \_\_\_\_\_

Named **Insured** \_\_\_\_\_

### How Much We Pay for Loss or Claim

The limit of liability stated in the declarations for Coverage L and Coverage M DOES NOT APPLY to the Farm Pollution Coverage provided in this form.

The limit of liability for Coverage L and the deductible applicable to the provisions of this form only are as follows:

#### **Farm Pollution Liability**

Limit of Liability: \$ \_\_\_\_\_ each **occurrence** (\$25,000 minimum limit).

Deductible: \$ \_\_\_\_\_ each **occurrence**

#### **Exception to Policy Exclusion**

This endorsement modifies the exclusion in your policy pertaining to liability resulting directly or indirectly from the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, air or water. When this endorsement is in effect, it DOES NOT APPLY TO **bodily injury** or **property damage** caused by or resulting from discharge, dispersal, release or escape of smoke or chemicals, liquids or gases used, or intended for use, in normal or usual farming operations, provided:

1. The discharge, dispersal, release or escape is sudden and accidental; and
2. The accident arises out of farming operations on an **insured premises**; and
3. The operations being conducted are not in violation of any ordinance or law.

#### **Deductible-Farm Pollution Liability**

1. **We** will pay on behalf of the **insured** the amount of damages in excess of the deductible shown above. **We** will not pay more than the limit of liability shown on this form;
2. The deductible applies to all damages from **bodily injury** or **property damage** sustained as the result of any one **occurrence** regardless of the number of persons or organizations who sustain damages because of that **occurrence**;
3. The **terms** of the policy, including those with respect to:
  - (a) our rights and duties concerning defense of suits or other legal process; and
  - (b) your duties concerning what you must do in the case of loss, apply irrespective of the application of the deductible;
4. **We**, at **our** election or option, may pay any part or all of the deductible to effect settlement of any claim or suit, and upon notification of the action taken, **you** shall promptly reimburse **us** for such part, or all, of the deductible amount as has been paid by **us**.