FARM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARM EMPLOYERS LIABILITY AND
FARM EMPLOYEES MEDICAL PAYMENTS INSURANCE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

(A) Coverages      Limits Of Insurance

Farm Employers Liability $ each “occurrence”
Farm Employees Medical Payments $ each “farm employee”

(B) Classification, code number, and rating information

(C) The earned premium for this coverage is subject to the AUDIT provisions of this endorsement.

(D) Employees To Whom The Provisions Of This Endorsement Do Not Apply:

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

SECTION I - COVERAGES

The following insuring agreements and exclusions are added to Section I – Coverages of the Commercial General Liability Coverage Form:

A. Farm Employers Liability

1. Additional Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to which this insurance applies. The “bodily injury” must:

   (1) Be caused by an “occurrence”; and
   (2) Be sustained by a “farm employee”; and
   (3) Arise out of and in the course of the injured employee’s employment by the insured; this employment must involve ownership, maintenance or use of portions of the “insured location” that are owned or operated for “farming” purposes. As used here, the terms ownership, maintenance and use include operations necessary or incidental to ownership, maintenance and use.

b.Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

c. We will have the right and duty to defend any “suit” seeking damages of the kind described in Paragraph a. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result.

But our right and duty to defend end when we have used up the Limit of Insurance shown in the Schedule in payment of judgments or settlements.

d. No other obligation or liability to pay sums or perform acts or services is covered unless specifically provided for under Supplementary Payments – Coverages A And B in the Commercial General Liability Coverage Form.

2. Additional Exclusions

The insurance afforded under this endorsement does not apply to:

a. “Bodily injury” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement;
b. “Bodily injury” sustained by any “farm employee” unless, within 36 months of the end of the policy period, written claim is made or "suit" is brought against the insured for damages because of the “bodily injury”;  

c. “Bodily injury” sustained by any employee while engaged in the operation or maintenance of aircraft.  
  This exclusion does not apply to model or hobby aircraft used or designed to carry an operator(s), any other person(s) or cargo.  

d. “Bodily injury” to any employee eligible to receive any benefits that an insured voluntarily provides or is required to provide under any workers compensation, disability benefits or unemployment compensation law or any similar law;  

e. “Bodily injury” to any employee employed in violation of law with your knowledge or consent;  

f. Punitive or exemplary damages for “bodily injury” to any employee employed in violation of law;  

g. “Bodily injury” arising out of any:  
  (1) Refusal to employ;  
  (2) Termination of employment;  
  (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or  
  (4) Consequential “bodily injury” as a result of (1) through (3) above.  
  This exclusion applies whether the “insured” may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.  

h. “Bodily injury” to the spouse, child, parent, brother or sister of a “farm employee” as a consequence of “bodily injury” to that employee.  

B. Farm Employees Medical Payments  

1. Additional Insuring Agreement  

a. We will pay, to or for each “farm employee” who sustains “bodily injury” caused by an accident, all reasonable medical expenses to which this insurance applies.  
  The “bodily injury” must arise out of and in the course of the injured employee's employment by the insured, and this employment must involve ownership, maintenance or use of portions of the "insured location" that are owned or operated for “farming” purposes.  
  As used here, the terms ownership, maintenance and use include operations necessary or incidental to ownership, maintenance and use.  

b. We will pay these expenses regardless of fault.  

c. Reasonable medical expenses means expenses incurred or medically ascertained for:  
  (1) First aid administered at the time of an accident;  
  (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and  
  (3) Necessary ambulance, hospital, professional nursing and funeral services.  

d. This insurance applies only to reasonable medical expenses incurred or medically ascertained within 3 years of the date of the accident.  

e. No other obligation or liability to pay sums or perform acts or services is covered.  

2. Additional Exclusions  

The insurance afforded under this endorsement does not apply to:  

a. “Bodily injury” sustained by an employee while engaged in the operation or maintenance of aircraft; or  

b. “Bodily injury” to any employee eligible to receive any benefits that an insured voluntarily provides or is required to provide under any workers compensation, disability benefits or unemployment compensation law or any similar law.  

SECTION II - WHO IS AN INSURED  

1. Section II - Who Is An Insured of the Commercial General Liability Coverage Form does not apply to the insurance afforded under this endorsement.  

2. With respect to the insurance afforded under this endorsement, the following applies:  
  If you are designated in the Declarations as:  
    a. An individual, you are an insured, and, if they are members of your household, your spouse, and your spouse's relatives who are under the age of 21 are also insureds.  
    b. A partnership or joint venture, you are an insured. Your members and partners, and their spouses are also insureds, but only with respect to the conduct of your “farming” operations.
c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your “farming” operations. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limit of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Persons who sustain “bodily injury”; or
   c. Claims made or “suits” brought on account of “bodily injury”.

2. The Limit of Insurance shown in the Schedule for Farm Employers Liability is the most we will pay for all damages as the result of any one “occurrence”.

3. The Limit of Insurance shown in the Schedule for Farm Employees Medical Payments as applicable to each “farm employee” is the most we will pay for all medical expense for “bodily injury” to any one “farm employee” as the result of any one accident.

SECTION IV - ADDITIONAL DEFINITIONS AND INAPPLICABLE DEFINITIONS

The following definitions are added to Section V - Definitions of the Commercial General Liability Coverage Form:

1. “Farm employee” means any insured’s employee whose duties are principally in connection with the maintenance or use of the “insured location” as a farm. These duties include the maintenance or use of the insured’s farm equipment. But “farm employee” does not mean any employee while engaged in any insured’s business pursuits other than “farming”.

2. “Farming” means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your farm premises, maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, farming does not include:
   a. Retail activity other than that described above; or
   b. Mechanized processing operations.

3. “Insured location” means:
   a. The farm premises (including grounds and private approaches) shown in the Declarations;
   b. Premises used by you in conjunction with the farm premises included in Paragraph a. above;
   c. Vacant land owned by or rented to an insured;
   d. Any part of premises occasionally rented to any insured for “farming” purposes; and
   e. Any farm premises (including its grounds and private approaches) that you or your spouse acquire during the term of this policy.

The definitions of “employee”, “leased worker”, “temporary worker” and “volunteer worker”, as shown in Section V – Definitions of the Commercial General Liability Coverage Form, do not apply to the insurance provided under this endorsement.

SECTION V - AUDIT

1. The premium for this coverage is based on the number of man-days or number of employees.

2. The advance premium for this coverage is an estimated premium only. After each anniversary and upon termination of the policy, you must notify us of the number of man-days or number of employees during the policy period. We will compute the earned premium using our rules, rates, rating plans, premiums and minimum premiums that apply to this coverage. The due date for audit premiums is the date shown as the due date on the bill. If the earned premium we compute is more than the advance premium, you must pay us the difference. If the earned or minimum premium is less than the advance premium, we will refund the difference.