FARM PREMISES LIABILITY INSURANCE COVERAGE PART

AGREEMENT

We agree to provide Premises Liability insurance and the other related coverages described in this Policy in return for payment of the required premium. ***We*** have added this Coverage Part to ***your*** Property Insurance Policy. It will expire at the same time the Property Insurance Policy expires and it is subject to the same cancellation provisions. It is important that ***you*** read each part of this policy carefully to understand the coverage provided, ***your*** obligations and ***our*** obligations under the policy. Each coverage is subject to all ***terms*** relating to that coverage.

The complete ***Farm Premises*** Liability Coverage consists of the Declarations page, this booklet, and other endorsements which may be added.
The following Table of Contents shows how the coverage part is organized and will help ***you*** locate particular sections.

TABLE OF CONTENTS

	Page No.
Agreement	**1**
Definitions	**1**
Principal *Bodily Injury* and *Property Damage* Coverages	**2**
Incidental *Bodily Injury* and *Property Damage* Coverages	**3**
Exclusions	**3**
What *You* Must Do In Case of Loss	**5**
How Much *We* Pay for Loss or Claim	**5**
Payment of Loss or Claim	**5**
Conditions	**5**

DEFINITIONS-The following definitions apply to this policy.

1. The words ***you*** and ***your*** refer to the person or entity named in the Declarations and the words ***we***, ***us*** and ***our*** refer to the insurance company named in the Declarations.
2. ***Bodily injury*** means bodily harm, sickness or disease to a person including required care, loss of services and death resulting therefrom.
3. ***Business*** means a trade, profession, or other occupation, excluding ***farming***, all whether full or part time, or the rental of any property to others. (However, ***business*** does not include the rental of the ***insured premises*** for ***farming*** or residential purposes.)
4. ***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 located on ***Insured Premises*** and maintained principally for the sale of the ***insured's*** own ***farm*** products.
5. ***Farm premises*** mean premises used for ***farming*** purposes and include the following buildings located on the premises:
   a. one-to-four family dwellings;
   b. mobile homes;
   c. related private structures and ***farm*** structures.
6. ***Insured***.
   a. If the named ***insured*** is an individual, ***insured*** means ***you*** and if residents of ***your*** household, ***your*** spouse and relatives of ***you*** and ***your*** spouse who are under the age of 21.
   If the named ***insured*** is a partnership or joint venture, ***insured*** means the partnership or joint venture and any partner or member of the partnership or joint venture for his/her liability as such.
   If the named ***insured*** is a corporation or organization other than an individual, partnership or joint venture, ***insured*** means the entity named and any executive officer, director or stock-holder while acting within the scope of his/her duties as such.

b. If ***you*** die while ***insured*** under this policy, ***your*** protection passes to ***your*** legal representative or other person having proper, temporary custody of covered property. However, this person or ***your*** legal representative is an ***insured*** only with respect to insurance on covered property and legal liability arising out of the property.

c. ***Insured*** also includes:

1. any person while performing duties as an employee of an ***insured*** with respect to ***farm*** implements and other vehicles covered under this policy; or
2. any person or organization while acting as a real estate manager for the ***insured***; this does not include an employee of an ***insured***.

d. Each person or entity listed above is a separate ***insured*** under this policy, but this does not increase ***our*** limit of liability under this policy.

7. ***Insured Premises*** means:
   a. the ***Farm Premises*** described in the Declarations;
   b. premises alienated by the named ***insured*** if possession has been relinquished to others. This does not include premises constructed for sale by the named ***insured***;
   c. approaches and access ways immediately adjoining the ***insured premises***.
8. ***Insured's Products***.
   a. ***Insured's Products*** means goods or products manufactured, sold, handled or distributed by:
      1. the named ***insured***; or
      2. others trading under his name.
   b. ***Insured's Products*** includes containers.
   c. ***Insured's Products*** excludes other property such as vending machines and property rented to or located for the use of others, but not sold.
9. ***Medical Expenses*** mean reasonable and necessary expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and funeral services, prosthetic devices, and eyeglasses, including contact lenses.
10. ***Motorized Vehicle*** means any self-propelled land or amphibious vehicle (regardless of horsepower, number of wheels or methods of surface contact) including parts and equipment. (This does not include small motorized equipment for the service of the ***insured premises*** such as power lawn mowers and snow blowers.)
    The following categories of ***motorized vehicles*** have specific meanings as used in this policy.
    a. ***Motor vehicle*** means a ***motorized vehicle*** trailer or semi-trailer (including any attached machinery or apparatus):
       1) subject to ***motor vehicle*** registration; or
       2) designed for use or travel on public roads.
    b. ***Recreational Motor Vehicle***s means a ***motorized vehicle*** (other than a ***motor vehicle*** as defined above), trailer, or attached apparatus designed or used for recreation, vacation or leisure time activities.
11. ***Occurrence*** means an accident, including continuous or repeated exposure to substantially similar conditions.
12. ***Farm Products Hazard*** includes:
    a. ***bodily injury*** and ***property damage*** arising out of the named ***insured's farm*** products; or
    b. reliance upon a representation or warranty made at any time with respect thereto.
    The ***bodily injury*** or ***property damage*** must occur away from premises owned by or rented to the named ***insured*** and after physical possession of such products has been relinquished to others.
13. ***Property Damage*** means injury to or destruction of tangible property including the loss of its use.
14. ***Residence*** means a one to four family house, or mobile home.
15. ***Terms*** as used in this policy mean provisions, limitations, exclusions and definitions.

PRINCIPAL *BODILY INJURY* AND *PROPERTY DAMAGE* COVERAGES

Coverage L-Premises Liability Coverage

We pay up to ***our*** limit of liability, all sums for which the ***insured*** is legally liable because of ***bodily injury*** or ***property damage*** caused by an ***occurrence*** to which this coverage applies, the ***bodily injury*** or ***property damage*** must result from the ownership, maintenance or use of the ***insured premises***, and operations necessary or incidental to the ***insured premises***.

We will defend any suit seeking damages, provided the suit resulted from ***bodily injury*** or ***property damage*** not excluded under this coverage. ***We*** may make any investigation and settle any claim or suit that ***we*** decide is appropriate. ***We*** are not obligated to provide a defense after ***we*** have paid, either by judgment or settlement, an amount equal to ***our*** limit of liability.

Coverage M-Premises Medical Payments

We provide Premises Medical Payments only if a limit of liability for Premises Medical Payments is shown on the Declarations.

We pay the necessary ***medical expenses*** incurred or medically determined within one year from the date of an accident causing ***bodily injury*** to which this coverage applies. This coverage applies only to ***bodily injury***:

1. Caused by a condition in the ***insured premises***.
2. Caused by operations covered by the ***bodily injury*** liability afforded by this policy.

INCIDENTAL *BODILY INJURY* AND *PROPERTY DAMAGE* COVERAGES

This policy provides the following Incidental Liability Coverages. These incidental coverages are subject to the ***terms*** of the Principal Liability Coverages. These incidental coverages do not increase the limit of liability stated for the principal coverages except: Claims Expense Coverage and First Aid Expense Coverage.

1. ***Contracts and Agreements Coverage-We*** pay for damages for ***bodily injury*** or ***property damage*** resulting from liability assumed by an ***insured*** under the following incidental contracts relating to the ***insured premises***.
   a. lease of premises;
   b. easement agreement;
   c. undertaking to indemnify a municipality required by a municipality;
   d. side track agreement.
2. ***Claims and Defense Expense Coverage-We*** pay the following expenses incurred in connection with a suit defended by ***us*** under the Personal Liability coverage:
   a. costs taxed to the ***insured***;
   b. expenses incurred by ***us***;
   c. actual loss of earnings by an ***insured*** up to $50 per day, for time spent away from work at ***our*** request;
   d. other necessary expenses incurred at ***our*** request;
   e. interest accruing after entry of a judgment but ending when ***we*** tender or pay up to the applicable limit of liability;
   f. premiums on appeal bonds or bonds to release attachments up to ***our*** limit of liability (***we*** are not required to apply for or furnish any bonds); and
   g. premiums up to $500 per bail bond required of any ***insured*** because of an accident or traffic law violation arising out of the use of any vehicle to which this policy applies. (***We*** are not required to apply for or furnish any bonds)
3. ***First Aid Expense Coverage***-Regardless of an ***insured's*** legal liability, ***we*** pay expenses incurred by an ***insured*** for first aid to persons, other than ***insureds***, for ***bodily injury*** covered by this policy.
4. ***Incidental Motorized Vehicle Coverage-We*** pay for ***bodily injury*** or ***property damage*** which:
   a. occurs on the ***insured premises*** and results from the ownership, maintenance, use, loading or unloading of:
      1) ***motorized vehicles*** not subject to ***motor vehicle*** registration because of their type or use; or
      2) ***recreational motor vehicl***es.
   b. occurs away from the ***insured premises*** and results from ***motorized vehicles*** designed exclusively for use off public roads and used principally to service the ***insured premises***.
5. ***Incidental Business Coverage-We*** pay for ***bodily injury*** or ***property damage*** resulting from the rental of any other portion of the ***insured premises*** for residential or ***farming*** purposes; (No family unit may include more than two roomers or boarders)
6. ***Watercraft-We*** pay for ***bodily injury*** or ***property damage*** resulting from the ownership and maintenance of watercraft, while ashore on the ***insured premises***.
7. ***Operations at Insured Premises.***
   We pay for ***bodily injury*** or ***property damage*** resulting from structural alterations and repairs conducted on the ***insured premises***. These operations must not change the use of the premises from that described in the Declarations.
8. ***Coverage For Newly Acquired Premises.***
   We pay for ***bodily injury*** or ***property damage*** resulting from newly acquired premises subject to the following conditions:
   a. within 30 days of acquisition ***you*** must notify ***us*** of ***your*** intention to insure the newly acquired property under this policy and no other;
   b. if ***you*** do not notify ***us***, the newly acquired premises are ***insured premises*** for 30 days from the date of acquisition or until the expiration date of the policy if it occurs first.

EXCLUSIONS

1. ***Exclusions that Apply to Bodily Injury, Property Damage and Premises Medical Payments Coverages***—This policy does not apply to liability:
   a. caused directly or indirectly by war; (This means undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction, seizure or use of property for a military purpose. It includes any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental);

b. resulting from the ownership, maintenance, use, loading or unloading of aircraft;
c. resulting from the ownership, maintenance, use, loading or unloading by an ***insured*** or an employee of an ***insured*** of ***motorized vehicles*** or watercraft, except as provided under Incidental ***Bodily Injury*** and ***Property Damage*** Coverages;
d. resulting from the use of a ***motorized vehicle*** in any racing, speed, pulling or pushing, demolition or stunting activity or contest or in the practice or preparation for such activity or contest;
e. resulting from the rendering of or failing to render professional services;
f. resulting from activities in connection with an ***insured's business*** except as provided under Incidental ***Bodily Injury*** and ***Property Damage*** Coverages;
g. resulting from premises owned, rented or controlled by an ***insured*** other than the ***insured premises***; except as provided under Incidental ***Bodily Injury*** and ***Property Damage*** coverages;
h. caused intentionally by or at the direction of any ***insured***;
i. for ***bodily injury*** if benefits are payable or required to be provided by an ***insured*** under any workers' compensation, non-occupational disability, occupational disease or similar law;
j. for which an ***insured*** under this policy is also an ***insured*** under a nuclear energy liability policy or would be an ***insured*** but for the exhaustion of its limits of liability; (A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors)
k. resulting from ***bodily injury*** to an employee; arising out of and in the course of his/her employment by the ***insured***;

This insurance does not apply to any obligation ***you*** may have to indemnify or contribute with another because of damages arising out of such injury.

1. resulting from the ***business*** of manufacturing, distributing, selling or serving alcoholic beverages; or if ***you*** are not in the ***business*** of manufacturing, distributing, selling or serving alcoholic beverages, but own or lease property used for such purposes, ***we*** do not cover liability resulting from:
    1. the violation of any law regulating alcoholic beverages;
    2. from selling, giving or serving alcoholic beverages to a minor; or
    3. from selling, giving or serving alcoholic beverages to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.

m. caused by structural alterations, new construction or demolition operations performed by or for ***you***, except as provided in Incidental ***Bodily Injury*** and ***Property Damage*** Coverages;
n. resulting from the ownership, maintenance or use of any portion of the ***Farm Premises*** on which a ***business***, other than ***farming***, is being conducted; or
o. resulting from ***property damage*** to premises alienated by the ***insured*** arising out of such premises or any part of such premises.

2. ***Exclusions that Apply only to Bodily Injury and Property Damage***-This coverage does not apply to liability:
    a. assumed under any contract or agreement, except as provided under Incidental ***Bodily Injury*** and ***Property Damage*** Coverages;
    b. for damage to property owned by any ***insured***; for damage to property rented to, occupied by, used by, or in the care of an ***insured***;
    c. resulting from the discharge, dispersal, release or escape of solid. liquid or gaseous waste materials or other 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).
    d. for ***property damage*** arising or resulting from any substance released or discharged from any aircraft;
    e. for ***property damage*** to products manufactured, sold, handled or distributed by an ***insured*** when the ***property damage*** arises out of such products or any part of the products; or
    f. resulting from the ***insured's products***, if the ***bodily injury*** or ***property damage*** occurs:
        1. away from premises owned by or rented to an ***insured***; and
        2. after physical possession of such products has been relinquished to others.
3. ***Exclusions that Apply only to Premises Medical Payments***—This coverage does not apply to ***bodily injury***:
    a. to an ***insured***;
    b. to any tenant or other person regularly residing on the ***insured premises***;
    c. to any person while on the ***insured premises*** because ***business*** is conducted or professional services are rendered on the ***insured premises***; or except as provided under Incidental ***Bodily Injury*** and ***Property Damage*** Coverages;
    d. to any person, if benefits are provided under any workers' compensation, non-occupational disability, occupational disease or similar law.

WHAT *YOU* MUST DO IN CASE OF LOSS

1. ***Notice***.
   a. In case of a loss or if an ***insured*** becomes aware of anything that indicates there might be a claim under this policy, he or she must promptly give ***us*** or ***our*** agent notice (in writing if requested);
   b. The notice to ***us*** must state:
      1) the ***insured's*** name, the kind of policy, policy number and the time, place, and circumstances of the loss; and
      2) names and addresses of any potential claimants and witnesses.
2. ***Cooperation***-The ***insured*** must cooperate with ***us*** in performing all acts required by this policy.
3. ***Volunteer Payments***-The ***insured*** must not, except at his or her own cost, voluntarily make any payments, assume any obligations, or incur any other expenses except first aid at the time of ***bodily injury***.
4. ***Additional Duties-Bodily Injury and Property Damage Coverages***-In the event of an ***occurrence*** which might result in a claim for ***bodily injury*** or ***property damage*** liability under this policy, the ***insured*** must also do the following:
   a. promptly forward to ***us*** copies of all notices, demands, or legal papers received in connection with the ***occurrence***;
   b. at ***our*** request, assist in:
      1) making settlements;
      2) the conduct of suits including attending trials and hearings;
      3) enforcing any right of contribution or indemnification against any party who may be liable to any ***insured*** for the injury or damage;
      4) securing and giving evidence; and
      5) obtaining the attendance of witnesses.
5. ***Additional Duties-Premises Medical Payments***-In case of a Premises Medical Payments loss, the following are also required:
   a. The injured person or someone acting on such persons behalf must:
      1) give ***us*** written proof of claim (under oath if requested) as soon as practical; and
      2) authorize ***us*** to obtain copies of medical reports and records.
   b. The injured person shall submit to physical examinations by physicians selected by ***us*** when and as often as ***we*** reasonably require.

HOW MUCH *WE* PAY FOR LOSS OR CLAIM

1. ***Under Bodily Injury and Property Damage Coverages***-The limits of liability stated in the Declarations are the maximum amounts ***we*** pay for loss in a single ***occurrence*** under these coverages, regardless of the number of:
   a. persons insured under this policy;
   b. parties who sustain injury or damage; or
   c. claims made or suits brought.
2. ***Under Premises Medical Payments Coverage***-The limit of liability stated in the Declarations for "each person" is the limit for all medical expense for ***bodily injury*** to any person as the result of any one accident and the total paid in each accident for two or more persons shall not exceed the limit of liability stated for "each accident." Payment of a claim under the Premises Medical Payments coverage does not constitute an admission of liability under the Personal Liability Coverage.
3. ***Under Coverage for Farm Products***-If an aggregate limit of liability is stated in the Declarations, such aggregate limit is the maximum amount ***we*** pay for all damages because of all ***bodily injury*** or ***property damage*** resulting from the ***Farm products hazard*** in any annual policy period.
4. ***Insurance Under More Than One Policy***-If there is other valid and collectible insurance which applies to a loss or claim, or would have applied in the absence of this policy, the insurance under this policy shall be considered excess insurance and shall not apply or contribute to the payment of any loss or claim until the amount of such other insurance is exhausted.

PAYMENT OF LOSS OR CLAIM

Any person, who has secured a judgment against an ***insured*** for an insured loss or has liability established by a written agreement between the claimant, an ***insured*** and ***us***, is entitled to recover under this policy to the extent of coverage provided.

POLICY CONDITIONS

In addition to the policy ***terms*** which are contained in other sections of this policy, the following conditions also apply:

1. ***Assignment***-This policy is void if assigned without ***our*** written consent.

2. ***Change, Modification, or Waiver of Policy Terms***-A waiver or change of any ***terms*** of this policy must be issued by ***us*** in writing to be valid. ***Our*** request for an appraisal or examination under oath does not waive any of ***our*** rights.
   If ***we*** adopt any revision of forms or endorsements during a policy period which would broaden coverage under this policy without additional premiums, the broadened coverage will automatically apply to this policy.
   If this policy is issued on a continuous basis (with no specified expiration date) ***we*** may substitute or add, upon any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with ***our*** manual rules in effect at the time.
3. ***Conformity with Statute-Terms*** of this policy, in conflict with the statutes of the state where the premises described in the Declarations are located, are amended to conform to such statutes.
4. ***Misrepresentation, Concealment or Fraud***-This entire policy is void if, whether before or after a loss:
   a. An ***insured*** has willfully concealed or misrepresented:
      1) any material fact or circumstance concerning this insurance; or
      2) an ***insured's*** interest herein.
   b. There has been fraud or false swearing by an ***insured*** regarding any matter relating to this insurance or the subject thereof.
5. ***Inspection- We*** are permitted but not obligated to inspect ***your*** property and operations. ***Our*** inspection or any resulting advice or report does not warrant that ***your*** property or operations are safe or healthful or are in compliance with any law, rule or regulation.
6. ***Subrogation***.
   a. If ***we*** make a payment under this policy, ***we*** may require that the ***insured*** assign to ***us*** his or her right to recovery against any person for the loss to the extent of the payment. The ***insured*** must do everything necessary to make this assignment and secure ***our*** rights.
   b. ***We*** are not liable for any loss if an ***insured*** does anything after the loss occurs to impair ***our*** right to recover. ***You*** may waive ***your*** right of recovery in writing before a loss occurs without voiding the coverage.
   c. If ***we*** pay a loss to or on behalf of an ***insured*** and the ***insured*** recovers damages from another person for the same loss, the ***insured*** shall hold the amount recovered in trust for ***us*** and shall reimburse ***us*** as provided under Recoveries.
7. ***Suit Against Us***.
   Liability Coverage-No suit may be brought against ***us*** to recover amounts due for ***bodily injury*** or ***property damage*** liability unless:
   1) the ***terms*** of this policy have been fully complied with; and
   2) the amount of any ***insured's*** liability has been conclusively fixed:
      (a) by a final judgment against the ***insured*** following trial; or
      (b) by written agreement of the ***insured***, the claimant and ***us***.

   No person shall have any right under this policy to join or implead ***us*** in any action brought to determine an ***insured's*** liability.
8. ***Bankruptcy of an Insured***-Bankruptcy or insolvency of any ***insured*** or his or her estate does not relieve ***us*** of any of ***our*** obligations under this policy.
9. ***Policy Period***-This policy applies only to ***bodily injury*** or ***property damage*** which occurs during the policy period.