FARM POLLUTION LIABILITY ENDORSEMENT

(**Optional Coverages**)

Refer to Supplemental Declarations if information is not shown on this form.
We provide coverage under this endorsement subject to the ***terms*** contained in the General Policy Provisions and the appropriate Liability Coverage.

Check the coverage(s) that apply and enter the total limit of liability, if increased:

	Total Limit of Liability
☐ Coverage I	$ _____
☐ Coverage J	$ _____

Deductible : $ _____

Coverage I -Limited Farm Pollution Liability-Pollution Events Originating on the Insured Premises.

WHAT *WE* PAY FOR

Exception to the Policy Exclusion:
The exclusion in the liability coverage portion 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 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 the ***insured premises***; and
3. The operations conducted are not in violation of any law or ordinance.

HOW MUCH *WE* PAY FOR LOSS OR CLAIM:

Under Coverage I, ***we*** pay up to $25,000 (or the extra amount shown above) for ***bodily injury*** or ***property damage*** caused by an ***occurrence*** of a covered sudden and accidental pollution event originating on the ***insured premises***.

Coverage J - Limited Farm Pollution Liability-Pollution Events Originating Away from the Insured Premises.

WHAT *WE* PAY FOR

Exception to Policy Exclusion:
The exclusion in the liability coverage portion 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 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*** occurring away from the ***insured premises***; and
3. The operations conducted are not in violation of any law or ordinance.

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HOW MUCH *WE* PAY FOR LOSS OR CLAIM:

Under Coverage J, *we* pay up to $25,000 (or the extra amount shown above) for ***bodily injury*** or ***property damage*** caused by an ***occurrence*** of a covered sudden and accidental pollution event caused or contributed to by an act or omission originating away from the ***insured premises*** but within the coverage territory.

DEDUCTIBLE-Coverages I and/or J-Farm Pollution Liability

A deductible may apply to ***bodily injury*** and/or ***property damage*** liability losses or claims. The following rules apply when a deductible is in force:

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;
2. The deductible applies to all damages from ***bodily injury*** or ***property damage*** sustained as a result of any one ***occurrence*** regardless of the number of persons or organizations who sustain damages because of an ***occurrence***;
3. The ***terms*** of the policy, including those with respect to:
   a. ***our*** rights and duties concerning defense of suits; and
   b. ***your*** duties concerning what ***you*** must do in 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***.

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