



ENDORSEMENT NO. HO-210

Effective
July 1, 1994

**FARMERS PERSONAL
LIABILITY**

For an additional premium, Section II Liability Coverage and Section II Exclusions are replaced by the following.

The following Declarations are added to this policy. Insurance applies only to the coverages for which a premium is shown.

- | | Premium |
|---|----------|
| 1. Initial Premium Charge | \$ _____ |
| 2. The acreage and location of all farm/ranch premises owned by the insured, occupied by the insured, and/or rented by the insured to others are: | |

sample

Total Acreage _____ \$ _____

- | | |
|---|----------|
| 3. All farm/ranch premises with buildings that are owned by the insured, occupied by the insured, and/or rented by the insured to others: | |
| No. of premises _____ X Premium charge per premises _____ | \$ _____ |

- | | |
|---|----------|
| 4. No business pursuits, other than farming, are conducted on the insured location. Exceptions, if any: | \$ _____ |
|---|----------|

- | | |
|--|----------|
| 5. Insured farm employees | |
| Total payroll \$ _____ divided by \$100 _____ X rate per \$100 _____ | \$ _____ |

- | | |
|--|--|
| 6. Animal Collision (Market value not exceeding \$400 each animal) | \$ _____ |
| Coverage is provided for the number of head denoted below: | |
| <input type="checkbox"/> 1 but not more than 100 head | <input type="checkbox"/> 101 but not more than 250 head |
| <input type="checkbox"/> 251 but not more than 500 head | <input type="checkbox"/> 501 but not more than 1000 head |
| <input type="checkbox"/> Over 1000 head | |

- | | |
|--|----------|
| 7. Custom Farming | |
| Total payroll \$ _____ divided by \$100 _____ X rate per \$100 _____ | \$ _____ |

TOTAL ENDORSEMENT \$ _____
PREMIUM

Prescribed by the State Board of Insurance
Endorsement No. HO-210 - Farmers Personal Liability
Effective July 1, 1994

DEFINITIONS

The following definitions are amended for coverage provided by this endorsement and will apply to all parts of Section II.

2. "**Business**" includes trade, profession or occupation, excluding farming.
4. "**Insured location**" means:
 - a. the **residence premises** and the farm premises.
 - b. the part of other premises, other structures and grounds used by you as a residence and:
 - (1) which is shown on the declarations page; or
 - (2) which you acquire during the policy period for your use as a residence.
 - c. any premises you use in connection with a premises in 4.a. or 4.b. above.
 - d. any part of a premises:
 - (1) not owned by an **insured**; and
 - (2) where an **insured** is temporarily residing.
 - e. vacant land owned by or rented to an **insured**. This does not include farm land.
 - f. land owned by or rented to an **insured** on which a one or two family dwelling is being built as a residence for an **insured**.
 - g. individual or family cemetery plots or burial vaults of an **insured**.
 - h. any part of a premises occasionally rented to an **insured** for other than business use.

The following definitions are added for the coverage provided by this endorsement.

9. "**Farm Employee**" means an employee of an **insured** whose duties are principally related to the **farming** operations of an **insured**. But this does not mean a **residence employee** or an employee while engaged in an **insured's business**.
10. "**Farming**" includes the operation of roadside stands use principally for the sale of the **insured's** farm products.
11. "**Insured farm employee**" means any **farm employee** if the declarations page shows a premium charge for **insured farm employees**.

SECTION II LIABILITY COVERAGE

COVERAGE C (Personal Liability).

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies, we will:

1. pay up to our limit of liability for the damages for which the **insured** is legally liable.
2. provide a defense at our expense by counsel of our choice even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate.

COVERAGE D (Medical Payments to Others).

We will pay the necessary medical expenses incurred or medically determined within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to you or regular residents of your household. This coverage does apply to **residence employees** or **insured farm employees**. As to others, this coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**.
2. to a person off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location** or the ways immediately adjoining.
 - b. is caused by the activities of an **insured**.
 - c. is caused by a **residence employee** or a **farm employee** in the course of the employee's employment by an **insured**.
 - d. is caused by an animal owned by or in the care of an **insured**.

SECTION II EXCLUSIONS

1. Coverage C (Personal Liability) and Coverage D (Medical Payments to Others) do not apply to:
 - a. **bodily injury** or **property damage** which is caused intentionally by or at the direction of an **insured**.
 - b. **bodily injury** or **property damage** arising out of or in connection with a **business** engaged in by an **insured**. But this exclusion does not apply to activities which are ordinarily incidental to non-business pursuits.
 - c. **bodily injury** or **property damage** arising out of the rental or holding for rental of any part of any premises by an **insured**. This exclusion does not apply to the rental or holding for rental of an **insured location**:
 - (1) on an occasional basis if used only as a residence.
 - (2) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders.
 - (3) in part, as an office, school or studio.
 - (4) if the rental is for not more than three car spaces or stalls in garages or stables.
 - (5) if an **insured location** is shown on the declaration as farm premises rented to others.
 - d. **bodily injury** or **property damage** arising out of the rendering or a failure to render professional services.
 - e. **bodily injury** or **property damage** arising out of a premises that is not an **insured location**, but is:
 - (1) owned by an **insured**.
 - (2) rented to an **insured**.
 - (3) rented to others by an **insured**.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

- f. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of:
 - (1) motor or engine propelled vehicles or machines designed for movement on land, including attached machinery or equipment;
 - (2) trailers, semi-trailers, or mobile homes;
which are owned or operated by or rented or loaned to an **insured**.

However, this exclusion does not apply to:

- (1) motor vehicles which are not subject to motor vehicle registration and are:
 - (a) used for assisting the handicapped.
 - (b) used to service an **insured location**.
 - (c) golf carts while on the **residence premises** or used for golfing purposes.
 - (d) designed and used for recreational purposes, and are:
 - (i) not owned by an **insured**.
 - (ii) owned by an **insured** while on the **residence premises**.
 - (e) in dead storage on the **residence premises**.
 - (f) used exclusively on the **residence premises**.
- (2) trailers or semi-trailers while not being towed by or carried on a motor vehicle.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

- g. **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of watercraft:
 - (1) with inboard or inboard-outdrive motor power of more than 50 horsepower owned by or rented to an **insured**.

- (2) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an **insured**. But outboard motors of more than 25 total horsepower are covered for the policy period if:
 - (a) you acquire them prior to the policy period and:
 - (i) you declare them at policy inception; or
 - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
 - (b) you acquire them during the policy period.
- (3) that is a sailing vessel, with or without auxiliary power, which is 26 feet or more in length owned by or rented to an **insured**.

This exclusion does not apply while the watercraft is on the **residence premises**.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

- h. **bodily injury** and **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft.

Aircraft means any device used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

- i. **bodily injury** or **property damage** arising out of:

- (1) the entrustment by an **insured** to any person; or
- (2) the negligent supervision by an **insured** of any person;

with regard to the ownership, maintenance or use of any motor vehicle, watercraft or aircraft which is excluded in paragraph f., g. or h. above.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

- j. **bodily injury** or **property damage** caused directly or indirectly by war. This includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and any consequence of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- k. **bodily injury** or **property damage** which arises out of the transmission of sickness or disease by an **insured** through sexual contact.
- l. **bodily injury** to any person eligible to receive any benefits voluntarily provided or required to be provided by an **insured** under any workers' compensation law or occupational disease law.

2. Coverage C (Personal Liability) does not apply to:

- a. liability under any contract or agreement.

However, this exclusion does not apply to written contracts:

- (1) that directly relate to the ownership, maintenance, or use of an **insured location**.
- (2) where the liability of others is assumed by an **insured**; unless excluded elsewhere in this policy.

- b. **property damage** to property owned by an **insured**.

- c. **property damage** to property rented to, occupied or used by or in the care of the **insured**.

This exclusion does not apply to **property damage** caused by fire, smoke, or explosion.

- d. **bodily injury** or **property damage** for which an **insured** under this policy is also insured under a nuclear energy liability policy or would be an **insured** under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada.

- e. **bodily injury** to a **farm employee**, other than an **insured farm employee**, arising out of and in the course of the employee's employment by an **insured**;
 - f. **property damage** to and arising out of.
 - (1) products manufactured, sold, handled or distributed by an **insured**.
 - (2) work performed by or for an **insured**.
 - g. **property damage** arising out of any substance released or discharged from any aircraft.
 - h. **bodily injury** to you or an **insured** within the meaning of part a or part b of **insured** as defined.
3. Coverage D (Medical Payments to Others) does not apply to:
- a. **bodily injury** to a **residence employee** if the **bodily injury**:
 - (1) occurs off the **insured location**; and
 - (2) does not arise out of or in the course of the **residence employee's** employment by an **insured**;
 - b. **bodily injury** to any person other than **residence employee** or **insured farm employee** of an **insured**, regularly residing on any part of the **insured location**.
 - c. **bodily injury** to any **farm employee** or other person engaged in work in the maintenance or use of the **insured location** as a farm. This exclusion does not apply to any other person while on the **insured location** in a neighborly exchange of assistance for which the **insured** is not obligated to pay any money.

Coverage E (Animal Collision)

Applies only if a premium has been shown on the declarations page.

We will pay the amount shown on the declarations page under Coverage E (Animal Collision) for loss by death of any cattle, horse or hybrid, ~~hog~~, sheep or goat owned by an **insured** if:

1. the death is caused by a collision between such animal and a vehicle not owned or operated by an **insured** or any employee; and
2. the collision occurs while the animal is within a public highway and is not being transported.

Insured's Duties When Loss Occurs - Coverage E (Animal Collision)

In case of loss, you must see that the following are done.

1. Give notice to us or our agent as soon as is practical.
2. File a sworn proof of loss with us within ninety-one days after the date of loss.
3. Show the damaged property if within your control.
4. Help us in all matters pertaining to the loss.

CUSTOM FARMING

1. If a premium is shown on the declarations of this endorsement, Coverage C (Personal Liability) and Coverage D (Medical Payments to Others) will apply to all farming operations performed by the **insured** for others for a charge under any contract or agreement.
2. The following additional conditions apply:

Premium - Coverage C (Personal Liability) and Coverage D (Medical Payments to Others)

The premium for this coverage is based on receipts. "Receipts" means the gross amount of money charged by an **insured** for custom farming operations.

This does not include the cost of chemicals or sales tax collected and paid to a governmental agency.

- a. All premiums for this policy will be computed in accordance with our rules, rates and minimum premiums.
- b. A premium shown as "advance premium" is only an estimated premium. It will be applied to the amount of the earned premium due at the end of the policy period.
- c. At the end of each policy period, the earned premium will be computed and, upon notice to you, will become due and payable.
- d. If the earned premium for the policy period is less than the premium previously paid, we will return the unearned portion of the premium to you.

- e. You must keep records of information necessary for the premium computation. You must also send copies of these records to us at the end of the policy period and at any time during the policy period that we request.

Inspection and Audit - Coverage C (Personal Liability) and Coverage D (Medical Payments to Others)

We will be permitted but not obligated to inspect your property and operations at any time.

Whether we inspect or not, we do not warrant that your property or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the policy period or within three years after the termination of this policy. However, our right to examine and audit is restricted to the subject matter of this insurance.

ADDITIONAL CONDITIONS

When a premium is shown for **Insured Farm Employees** on the declarations page above, the following conditions apply;

Premium - Coverage C (Personal Liability) and Coverage D (Medical Payments to Others)

1. All premiums for this policy will be computed in accordance with our rules, rates and minimum premiums.
2. A premium shown as "advanced premium" is only an estimated premium. It will be applied to the amount of the earned premium due at the end of the policy period.
3. At the end of each policy period, the earned premium will be computed and, upon notice to you, will become due and payable.
4. If the earned premium for the policy period is less than the premium previously paid, we will return the unearned portion of the premium to you.
5. You must keep your records of information necessary for the premium computation. You must also send copies of these records to us at the end of the policy period and at any time during the policy period that we request.

Inspection and Audit - Coverage C (Personal Liability) and Coverage D (Medical Payments to Others)

We will be permitted but not obligated to inspect your property and operations at any time.

Whether we inspect or not, we do not warrant that your property or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the policy period or within three years after the termination of this policy. However, our right to examine and audit is restricted to the subject matter of this insurance.

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