



This endorsement changes the Farm and Ranch
Liability Coverage provided by this policy
- PLEASE READ THIS CAREFULLY -

With respect to the coverage provided by this endorsement attached to the FMH-7001, the words **you** and **your** mean the person or persons named as the insured on this endorsement. This includes **your** spouse if a resident of **your** household.

PRINCIPAL LIABILITY COVERAGES

1. Coverage L - Bodily Injury Liability and Property Damage Liability and Coverage M - Medical Payments Coverage is extended to apply to **damages** on and away from the insured premises due to **bodily injury** or **property damage** arising out of the **insured's** personal liabilities and activities, to the extent that coverage for such personal liabilities and activities is provided under the **terms** of this endorsement.
2. Exclusions, under Coverage L - Bodily Injury Liability and Property Damage Liability; and under Coverage M - Medical Payments To Others, are extended to include the following with respect to the coverage provided by this endorsement.

EXCLUSIONS

- a. **Exclusions That Apply To Coverage L and Coverage M** - Coverage L and Coverage M do not apply to **bodily injury** arising out of **personal injury**.
- b. **Additional Exclusions That Apply Only to Coverage M** - Coverage M does not apply to **bodily injury**:
 - 1) to an **insured** or any other person, other than a **domestic employee**, who regularly resides on any part of the **insured premises**.

2) to a person, including a **domestic employee**, if a workers' compensation policy covers the injury or if benefits are provided or required to be provided under a workers' compensation, non-occupational disability, occupational disease, or like law.

3) to a **domestic employee** if the **bodily injury**:

- a) occurs away from an **insured premises**; and
- b) does not arise out of or in the course of his or her employment by an **insured**.

4) from any:

- a) nuclear reaction;
- b) nuclear radiation; or
- c) radioactive contamination;

whether controlled or uncontrolled or however caused by any consequence of items a), b), or c) above.

5) **bodily injury** arising out of the ownership, use, or maintenance of:

- a) farm implements, farm tools, farm tractors, farm trailers, and farm wagons rented or leased to others for a charge;
- b) animals including wagons, carts or accessories used with animals, while:

- (1) rented or leased to others by or for an **insured**;
 - (2) used for route delivery;
 - (3) used to provide rides for a fee;
 - (4) used in parades, carnivals, historical reenactments, rodeos or similar events;
 - (5) used in conjunction with a petting zoo or other similar exhibition on **your farm premises**; or
 - (6) used to provide rides at a fair, charitable or community function, or similar event; or
- c) an animal in, or in the practice or preparation for, any prearranged racing, speed, pulling or pushing, riding, or stunt activities or contests.

However, this item c) applies only to **occurrences** that take place at the location designated for the contest or activity.

- 6) However, exclusion c applies only to occurrences that take place at the off-site location designed for the contest or activity. This exclusion does not apply to 4-H, FFA or similar non-professional events.
- a) used for business purposes other than farming; or
 - b) rented or held for rental by an **insured** to others for residential or business purposes.
- 7) **bodily injury** arising out of the use of **motorized vehicle** in racing, speed, pulling or pushing, demolition, or stunt activities or contests or in practicing or being prepared for such activities or contests.

PERSONAL INJURY LIABILITY COVERAGES

1. Personal Injury Liability is extended to apply to **damages** due to **personal injury** arising out of the **insured's** personal activities, to the extent that coverage for such activities is provided under the **terms** of this endorsement.
2. Personal Injury Liability is extended to include the following with respect to the coverage provided by this endorsement.

In addition to the exclusions stated in the FMH-7001, the following exclusions are added for **Personal Injury**.

We do not pay for:

- a. **personal injury** arising out of an act committed by or directed by an **insured** who knew or should have known that the act would violate the rights of another and would result in **personal injury**.
- b. **personal injury** arising out of oral or written publication, including electronic publication, or material by or at the direction of an **insured** who knew or should have known that the publication was false.
- c. **personal injury** arising out of oral or written publication, including electronic publication, of material that was first published before the effective date of this insurance.
- d. **personal injury** arising out of a criminal act committed by or directed by an **insured** regardless of intent.
- e. **personal injury** arising out of liability assumed by an **insured** under any contract or agreement, other than an indemnity obligation assumed by an **insured** under a written contract that directly relates to the ownership, maintenance or use of an **insured premises**.

- f. **personal injury** sustained by any person as a result of an offense directly or indirectly related to such person's employment by an **insured**.
- g. **personal injury** arising out of or in any way related to a **business** conducted from an **insured premises** or undertaken by an **insured**, regardless of location, whether or not the **business** is owned or operated by an **insured** or employees of an **insured**.

This includes but is not limited to **personal injury** arising out of an act or a failure to act, regardless of its circumstance, involving a service or duty owed, promised, provided, or implied to be provided because of the nature of the **business**.

However, this exclusion does not apply to **personal injury** that arises out of:

- 1) the rental or holding for rental of an **insured premises**:
 - a) on an occasional basis for use only as a residence;
 - b) in part for use only as a residence (No family unit may include more than two roomers or boarders.);
 - c) in part for use as a school, studio, office, or private garage; or
 - d) that is described in the Schedule of an endorsement providing Additional Residence Rented To Others if attached to this policy; or
- 2) the **business** activities of an **insured** under the age of 21 years, but only if such **insured** is involved in a part-time or occasional, self-employed **business** that does not employ others and the **personal injury** arises out of activities related to that **business**.

- h. **personal injury** arising out of civic or public duties performed for pay by an **insured**.
- i. **personal injury** to an **insured** as defined in a., b., c., d., or e. under the definition of **insured**.

This exclusion also applies to any claim made or suit brought against an **insured** seeking:

- 1) reimbursement of; or
- 2) contribution toward;

damages for which another person may be liable because of **personal injury** to an **insured**.

- j. **personal injury** arising directly or indirectly out of transmissible spongiform encephalopathies in any form.
- k. **personal injury** arising out of the transmission of a communicable disease, including but not limited to Avian Flu, E. coli, botulism and West Nile, by:
 - 1) an **insured**;
 - 2) an **insured's** property; or
 - 3) property in the care, custody, or control of an **insured**.
- l. **personal injury** arising directly or indirectly out of violations of or alleged violations of:
 - 1) the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations.
 - 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations; or

3) any federal, state, or local law, regulation, statute or ordinance, other than the TCPA or the CAN-SPAM Act of 2003, that limits or prohibits the communicating, transmitting, sending, or distribution of material or information.

m. **Personal injury** arising from acts of slander, defamation of character, coercion, electronic aggression, bullying, threats, harassment or intimidation, whether intentional or not. This also excludes chat rooms, bulletin boards, grip sites, social networking sites or other forums that an **insured** hosts, owns, or has control of.

o. Fair Credit Reporting Act (FCRA) including any amendments and any similar federal, state or local laws, ordinances, statutes or regulations.

INCIDENTAL PERSONAL LIABILITY COVERAGES

This endorsement provides the following Incidental Personal Liability Coverages. They are subject to all of the **terms** of Coverage L and Coverage M. They do not increase the **limits** stated for the Principal Liability Coverages.

1. Motorized Vehicles

a. Subject to the limitations set forth below, **we** pay for **bodily injury** or **property damage** that arises out of a **motorized vehicle** that:

1) is in dead storage on an **insured premises**;

2) is used only to service:

a) an **insured premises** but only if the **occurrence** takes place on an **insured premises**, as defined in items a., b., c., d., e., f., g., or h. under the definition of **insured premises**; or

b) an **insured premises** or a premises of another, but only if

such **motorized vehicle** is designed only for use off of public roads;

3) is designed to assist the handicapped;

4) is designed for recreational use off of public roads and is:

a) not owned by an **insured**; or

b) owned by an **insured**, but only if the **occurrence** takes place on an **insured premises**, as defined in items a., b., c., d., e., f., g., or h. under the definition of **insured premises**;

5) is operated only from electrical current supplied by a battery and is:

a) not built or modified after manufacture to exceed a speed of 15 miles per hour on level ground; and

b) not a motorized bicycle, moped, or golf cart; or

6) is a motorized golf cart that:

a) is owned by an **insured**;

b) is designed to carry no more than four persons;

c) is not built or modified after manufacture to exceed a speed of 15 miles per hour on level ground; and

d) at the time of the **occurrence**, is within the legal boundaries of:

(1) a golfing establishment and is:

(a) parked or stored there; or

(b) being used by an **insured** to:

(i) play the game of golf or for other recreational or leisure

activity allowed by the establishment;

(ii) travel to or from an area where **motorized vehicles** or golf carts are parked or stored; or

(iii) cross public roads at designated points to access other parts of the golfing establishment; or

(2) a residential community, including its public roads upon which a motorized golf cart can legally travel:

(a) that is subject to the authority of local ordinances; and

(b) in which an **insured premises** is located.

7) The coverage described above applies only to a **motorized vehicle** that, at the time of the **occurrence**, is not:

a) registered for use on public roads or property;

b) being used in, or in practicing or being prepared for, a prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activity or contest;

c) being rented to others by an **insured**;

d) being used to carry people or cargo for a fee; or

e) being used for any **business** purpose, except a motorized golf cart while on a golfing establishment.

2. Watercraft

a. Subject to the limitations set forth in b.

and c. below, **we** pay for **bodily injury** or **property damage** that arises out of a **watercraft** that:

1) is out of the water and is in dead storage;

2) is a sailing vessel, with or without auxiliary power, that is:

a) less than 26 feet in overall length; or

b) 26 feet or more in overall length and not owned by or rented to an **insured**; or

3) is not a sailing vessel and is powered by:

a) an inboard or inboard-outdrive engine or motor, including an engine or motor that powers a water jet pump, of:

(1) 50 horsepower or less if not owned by an **insured**; or

(2) more than 50 horsepower if not owned by or rented to an **insured**; or

b) one or more outboard engines or motors with:

(1) 25 total horsepower or less;

(2) more than 25 horsepower if the outboard engine or motor is not owned by an **insured**;

(3) more than 25 horsepower if the outboard engine or motor is owned by an **insured** who acquired it during the policy period; or

(4) more than 25 horsepower if the outboard engine or motor is owned by an **insured** who acquired it before the policy period, but only if:

(a) it is listed on the **declarations** as insured for personal liability; or

- (b) a written request for liability coverage is received by **us** within 45 days after it is acquired.

In this Incidental Liability Coverage for Watercraft, horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

- b. The coverage described in item a. above applies only to a **watercraft** that, at the time of the **occurrence**, is not being:
 - 1) rented to others;
 - 2) used to carry people or cargo for a fee;
 - 3) used for any **business** purposes; or
 - 4) used in, or in practicing or being prepared for, a prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activity or contest.
- c. This Incidental Personal Liability Coverage for Watercraft is subject to all of the:
 - 1) Exclusions That Apply To Coverage L and Coverage M, other than exclusions c;
 - 2) Additional Exclusions That Apply Only To Coverage L; and
 - 3) Additional Exclusions That Apply Only To Coverage M.

CONDITIONS

The following additional conditions apply to the Personal Liability Coverage Provided by this endorsement:

- 1. **Death** - The **terms** in a. and b. below apply if any person named as the insured with respect to the coverage provided by this endorsement or that person's spouse, if a resident of the same household, dies.

- a. **We** provide liability coverage for the legal representative of the deceased person:
 - 1) but only with respect to the deceased person's premises and property covered by this endorsement at the time of death; and
 - 2) only to the extent that coverage is provided by this endorsement.
- b. **Insured** includes:
 - 1) an **insured** who is a member of the deceased person's household at the time of the deceased person's death, but only while a resident of the **described location**; and
 - 2) persons having proper, temporary custody of the deceased person's covered property, but only with respect to such property and only until such time as a legal representative is appointed and qualified.

- 2. **Severability** - The coverages provided by this endorsement apply separately to each **insured**, but this does not increase the **limit** that applies for any one **occurrence** or the **limit** that applies to **personal injury** to any one person or organization.
- 3. **Duties Of An Injured Person - Medical Payments To Others Coverage** - In case of a loss, the injured person or someone acting on behalf of that person must:
 - a. give **us** written proof of claim (under oath if **we** request) as soon as practical; and
 - b. authorize **us** to get copies of medical records.

The injured person must submit to medical exams by doctors chosen by **us** when and as often as **we** may reasonably require.