



This endorsement changes the  
Liability Coverage provided by this policy  
**- PLEASE READ THIS CAREFULLY -**

This policy is amended to include the following **terms**. All other **terms** of the policy apply, except as amended by this endorsement.

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**DEFINITIONS**

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1. With respect to the coverage provided by this endorsement, the definition of **insured** is amended to include the following.

**Insured -**

- a. if **you** are shown on the **declarations** as a partnership or a joint venture, **insured** means **you** and all of **your** partners or members and their spouses, but only with respect to the conduct of **your farming** operations.
- b. if **you** are shown on the **declarations** as a limited liability company, **insured** means **you** and all of **your** members, but only with respect to the conduct of **your farming** operations. **Your** managers are also **insureds** but only with respect to their duties as managers.
- c. if **you** are shown on the **declarations** as an organization other than a partnership, joint venture or limited liability company, **insured** means **you** and all of **your** executive officers and directors, but only while acting within the scope of their duties as executive officers or directors. **Insured** also includes **your** stockholders, but only for their liability as stockholders.

However, no person or organization is an **insured** with respect to the conduct of a current or past partnership, joint venture or limited liability company that is not named on the **declarations** as an **insured**.

2. The following definition is added with respect to the coverage provided by this endorsement.

**Farming -**

- a. **Farming** means operations performed in connection with:
  - 1) planting, growing and harvesting crops;
  - 2) breeding, raising and feeding livestock or other animals, poultry or other birds, fish, shellfish, or insects; and
  - 3) the management, operation and maintenance of a farm enterprise.
- b. **Farming** includes all operations **you** conduct in connection with the raising of farm **products** for market, to the extent that such operations does not alter the form of the farm **products**.

**Farming** does not include any mechanized processing.

- c. **Farming** includes the operation of roadside stands maintained solely for the sale of **your** farm **products** that where grown on premises that **you** own, rent, lease or occupy and that **you** use for the conduct of **farming** operations.

However, **farming** does not include:

- 1) other retail activity; or
- 2) the use of any premises, site, or location for purposes of farm-related education, promotion, recreation,

entertainment, or tourism that is undertaken for money or other compensation.

3. With respect to the coverage provided by this endorsement, the following definition is added.

**Farm employee** means a person employed by an **insured**, or a person leased to an **insured** under a contract or an agreement with a labor leasing firm, to perform duties that principally relate to the **insured's farming** operations.

However, **farm employee** does not mean a person while engaged in any **insured's** business activities other than **farming**.

4. With respect to the coverage provided by this endorsement, the following definitions are deleted:

- a. **employee**;
- b. **leased worker**;
- c. **temporary worker**; and
- d. **volunteer worker**.

Any endorsements added to modify the definitions listed in items 4.a. through 4.d. above do not apply with respect to the coverage provided by this endorsement.

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## PRINCIPAL LIABILITY COVERAGES

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The following Principal Liability Coverage is added to Coverage L.

### FARM EMPLOYER'S LIABILITY

#### 1. Insuring Agreement

- a. **We** pay those sums that an **insured** becomes legally obligated to pay as **damages** due to **bodily injury** to which this insurance applies. **We** have the right and duty to defend the **insured** against a **suit** seeking **damages** which may be covered under this insurance.

However, **we** have no duty to defend the **insured** against a **suit** seeking **damages** arising out of **bodily injury** to which this insurance does not apply. Subject to all the **terms** of this insurance, **we** may choose to investigate an **occurrence** and settle any resulting claim or **suit**.

- b. The amount **we** will pay for **damages** is limited as described under How Much We Pay.
- c. **Our** right and duty to defend ceases when **we** have paid an amount equal to the Coverage L **limit** as the result of:
  - 1) a judgment; or
  - 2) a written settlement to which **we** have agreed.

**We** have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under Supplemental Payments.

- d. This insurance applies only to **bodily injury**:
  - 1) caused by an **occurrence** that takes place in the **coverage territory** and:
    - a) that arises out of **farming**; or
    - b) that arises out of operations that, for purposes of **farming**, are necessary or incidental to the ownership, maintenance, or use of premises that **you** use for **farming**; and
  - 2) which is sustained by a **farm employee** and that arises out of and in the course of the **farm employee's** employment by the **insured** for purposes of **farming**.

- e. **Damages** due to **bodily injury** include **damages** claimed by any person or organization for care, loss of services, or death that may result at any time from such **bodily injury**.

## 2. Exclusions

This insurance does not apply to:

- 1) **bodily injury** to a **farm employee** while engaged in the operation or maintenance of an aircraft, other than a model **aircraft**.
- 2) liability assumed under a contract or an agreement entered into by an **insured**.
- 3) **bodily injury** to a spouse, child, parent, brother, or sister of a **farm employee** that is a consequence of **bodily injury** to that **farm employee**;
- 4) **bodily injury** to a **farm employee** who is eligible for benefits that are payable, or are required to be provided by an **insured**, under a workers' compensation, non-occupational disability, occupational disease, or like law;
- 5) **bodily injury** to a **farm employee** employed in violation of law with **your** knowledge;
- 6) punitive or exemplary **damages** for **bodily injury** to any **farm employee** employed in violation of law;
- 7) **bodily injury** to a **farm employee** unless a written claim is made or **suit** is brought against the **insured** for **damages** due to such **bodily injury** prior to three years after the end of the policy period;
- 8) **bodily injury** to a **farm employee** who is an **insured** or who is:
  - a) a brother, sister, son, step-son, daughter, step-daughter, niece, nephew or parent of an **insured**;
  - b) in the care of; or
  - c) a resident in the household of;

any partner, member, manager (if **you** are a limited liability company), executive officer, or director of any entity that is an **insured**.

### 9) **bodily injury** to:

a) a person arising out of any:

- (1) refusal to employ that person;
- (2) termination of the employment of that person; or
- (3) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or

b) the spouse, child, parent, brother, or sister of the person at whom an employment-related practice, policy, act, or omission described under item a) above is directed, as a result of **bodily injury** to that person.

This exclusion applies where the **insured** is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for **damages** arising out of items a)(1), a)(2), a)(3), or b) above.

10) **damages** awarded under the Migrant and Seasonal Agricultural Worker Protection Act (29 US sections 1801 et. seq.) or awarded under any law or regulation pertaining to that Act.

11) **bodily injury** to a **farm employee** specifically excluded by this policy for this coverage.

The following Principle Coverage is added to Coverage M.

## FARM EMPLOYEES' MEDICAL PAYMENTS

### 1. Insuring Agreement

a. **We** pay the medical expenses described below to or for a **farm employee** who sustains **bodily injury** caused by an **occurrence**:

- 1) caused by an **occurrence** that takes place in the **coverage territory** and arises out of operations that, for purposes of **farming**, are necessary or incidental to the ownership, maintenance, or use of premises that are a part of the insured's farming operation; and
- 2) that arises out of and in the course of the **farm employee's** employment by the **insured** for purposes of **farming**.

b. **We** pay these medical expenses regardless of fault, but only if:

- 1) the expenses are incurred and reported to **us** within three years of the date of the occurrence; and
- 2) the injured **farm employee** submits to medical exams by doctors chosen by **us** when and as often as **we** may reasonably require.

The amount **we** will pay for medical expenses is limited as described under How Much We Pay.

c. Medical expenses mean the reasonable and necessary expenses for:

- 1) first aid provided at the time of an accident;
- 2) ambulance, hospital, professional nursing, and funeral services; and
- 3) medical, surgical, x-ray, and dental services, including prosthetic devices and eyeglasses.

### 2. Exclusions

**We** do not pay for medical expenses for **bodily injury**:

- a. excluded under Coverage L;
- b. to a person performing a neighborly exchange of services.

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## HOW MUCH WE PAY

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With respect to the coverage provided by this endorsement, the **terms** shown under How Much We Pay are deleted and replaced by the following.

1. The Coverage L and Coverage M **limits**, shown on the **declarations** and subject to the following conditions, are the most **we** pay regardless of the number of:
  - a. **insureds** under these coverages;
  - b. persons who sustain **bodily injury**; or
  - c. claims made or **suits** brought.

However, the payment of a claim under Coverage L does not mean that **we** admit **we** are liable under Coverage M.

2. The Each Occurrence Limit shown on the **declarations** is the most **we** will pay for **damages** under Coverage L due to **bodily injury** arising out of a single **occurrence**.
3. The Each Farm Employee Limit shown on the **declarations** for Coverage M is the most **we** pay for all medical expenses because of **bodily injury** sustained by any one **farm employee**.
4. **We** reserve the exclusive right right to determine the reasonableness and necessity of the expenses incurred. Any action or investigation by **us** after the three year period will not waive the effect of the three year limitation.

## **Pro Rata Provision**

On any claim, we will pay no more than the proportion of this listed gross receipts and other compensation bears to the actual gross receipts and compensation collected in the prior 12 month period preceding the **occurrence**. When the listed gross receipts are within 80% of the actual gross receipts, no pro rata payment will be deducted.