

This endorsement changes the Farm and Ranch 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.

## PRINCIPAL LIABILITY COVERAGES

- Coverage L and Coverage M are extended to apply to **bodily injury** or **property damage** arising from seed sales as listed on the **declarations**.
- 2. The following change is added under EXCLUSIONS THAT APPLY TO ALL COVERAGES - Coverage L and Coverage M. This change modifies the coverage Bodily injury or property provided. damage arising out of or in any way related to a business conducted from the insured premises or undertaken by an insured, regardless of location, whether the business is owned or operated by an insured or that employs an insured is excluded from coverage unless that specific **business** is listed on the declaration page of the policy this endorsement is attached to.
- 3. Under Coverage L -- Bodily Injury Liability and Property Damage Liability, the following is added to item 1., Insuring Agreement.

This coverage is extended to apply to **property damage** arising out of:

a. the erroneous delivery of seed, including the failure to deliver seed, the delivery of the wrong seed, or the delivery of seed at the wrong time provided delivery time is within the control of the **insured**;

- an error in the mixing or application of the seed that is preformed on the insured premises by the insured;
- c. an error in the labeling of the seed by the insured after the seed has been accepted from the seed distributor.
- d. the seed's failure to germinate if it is the result of items a) through c) above.
- Under Coverage L -- Bodily Injury Liability and Property Damage Liability, exclusion 49. is deleted and replaced by the following.
  - 49. property damage arising out of:
  - a. cross pollination of seed after it has germinated;
  - b. an error in cross pollination;
  - c. an error in planting; or
  - d. the presence of disease organisms, noxious weeds, or varietal variations.
  - e. Seed harvested or purchased by the **insured** that is for sale to others as seed.

This endorsement excludes **bodily injury** or **property damage** arising out of the rendering or the failure to render a professional service.

## Pro Rata Clause

For any **bodily injury**, **property damage we** will pay no more than the proportion of the 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.