

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

NON-OCCUPIED LANDLORD'S LIABILITY LIMITATION

(RESTRICTED TO FARM PREMISES AND OPERATIONS ONLY)

With respect only to the coverage provided by this endorsement and in consideration for a reduced premium, "your" policy is amended as indicated.

This new section is added to the policy:

WARRANTIES
WARNING – IF THESE WARRANTIES ARE NOT CORRECT, "YOU" SHOULD NOT PURCHASE THIS ENDORSEMENT. "WE" MAY DENY COVERAGE IF THESE WARRANTIES ARE NOT CORRECT AT THE TIME OF ISSUANCE OR RENEWAL OF THIS ENDORSEMENT OR THE POLICY. THIS ENDORSEMENT RESTRICTS THE FARM LIABILITY COVERAGE.
"You" warrant that "you" have leased, rented, or hold for lease or rental "your" entire "farm premises", including buildings and fixtures, to a third person. "You" warrant that "you" do not control or operate any machinery, equipment, or livestock maintained or used in relation to the "farm premises" or "farming" operations. This does not apply to the use of machinery or equipment used solely to repair, maintain or improve the "farm premises".

PRINCIPAL PERSONAL LIABILITY COVERAGES

With respect to the coverage provided for "farming", the coverage provided by "your" policy, and as amended on all forms and endorsements attached thereto, is replaced with the following.

Subject to the limits shown in the Declarations for **Coverage L – Liability** and the "terms" of this policy, "we" will pay compensatory damages for which any "insured" becomes legally liable as a result of "bodily injury" or "property damage" arising out of an "occurrence" involving:

1. The operation, maintenance, or use of the "farm premises"; or
2. The operation, maintenance, or use of any farm implement owned by any "insured" for a "farming" purpose related to the "farm premises".

If suit is filed against any "insured" for legal damages covered under this policy, "we" will provide a defense using lawyers "we" choose. "We" may investigate and settle any claim or suit as "we" deem appropriate.

"WE" WILL NOT DEFEND OR INDEMNIFY ANY "INSURED" IF "OUR" LIMIT OF LIABILITY HAS BEEN EXHAUSTED THROUGH PAYMENT OF A JUDGMENT OR SETTLEMENT, TENDER OF THE REMAINDER OF THE POLICY LIMIT TO THE CLERK OF COURT IN AN INTERPLEADER SUIT OR BY ORDER OF COURT, OR ANY COMBINATION OF THE ABOVE. NO LEGAL DEFENSE OR INDEMNIFICATION WILL BE FURNISHED TO ANY "INSURED" IF COVERAGE FOR THE "BODILY INJURY" OR "PROPERTY DAMAGE" DOES NOT EXIST UNDER THIS POLICY.

Subject to the limits shown in the Declarations for **Coverage M – Medical Payments**, "we" cover "bodily injury" arising out of the "farming" operation on the "farm premises". "We" will pay expenses incurred for first aid, medical, surgical, x-ray, and dental services, prosthetic devices, eye glasses, hearing aids, pharmaceuticals, ambulance, hospital, license nursing, and funeral services. This applies to:

1. Each person except a "farm employee" who sustains "bodily injury" is entitled to this protection when that person is:
 - a. On the "farm premises" with permission;
 - b. On the ways adjoining the "farm premises", if a condition of the "farm premises" causes the "bodily injury"; or
 - c. Injured as a consequence of the operation, maintenance, or use of a farm implement for a "farming" purpose related to the "farm premises". This coverage applies to "bodily injury" that occurs away from the "farm premises" only when the farm implement is owned by any "insured".
2. A "farm employee" who sustains "bodily injury" is entitled to this protection if the "bodily injury" arises out of:
 - a. The operation, maintenance, or use of the "farm premises"; or

- b. The operation, maintenance, or use of a farm implement for a "farming" purpose related to the "farm premises". This coverage applies to "bodily injury" that occurs away from the "farm premises" only when the farm implement is owned by any "insured".

"We" reserve the exclusive right to decide if the expenses are reasonable and if the services are necessary for the treatment. "We" will pay only those expenses incurred for services rendered within three years from the date of the accident causing "bodily injury" covered by this policy. Any action or investigation by "us" after the three year period does not waive the effect of the three year limitation.

"We" may, at our option, pay the injured person or the party that renders the medical services. The rights of the injured person to receive payment from "us" may not be assigned to an insurance carrier, insurance plan, or self-insured organization. No payment to the injured person or other entity will be made by "us" if all of the expenses of the injured person have been paid by a separate insurance carrier, insurance plan, or self-insured organization.

Payment under this coverage is not an admission of liability by "us" or any "insured".

INCIDENTAL PERSONAL LIABILITY COVERAGES are amended as indicated.

- 1. **Damage to Property of Others** is deleted.

DEFINITIONS

With respect only to the coverage provided by this endorsement, the following **DEFINITIONS** in "your" policy or in any forms or endorsements attached thereto, are replaced with the following:

- 1. **"Farm Employee"** means an employee of the third party to whom the "farm premises" has been relinquished and whose duties are in connection with the "farming" operations on, or related to, the "farm premises".
- 2. **"Custom farming"** means any activity arising out of or connected with:
 - a. The use, lease, rental, maintenance, or transportation of any farm tractor, farm machine, farm implement, or animal for agricultural purposes; or
 - b. Care or raising of livestock or poultry by any "insured" for any other person or organization in accordance with a written or oral agreement.
- 3. **"Farm premises"** means the farm property, including buildings and fixtures, which "you" have leased or rented to a third party.

EXCLUSIONS THAT APPLY TO COVERAGES L AND M are amended as indicated.

The following **EXCLUSIONS** are added:

- 13. "We" do not cover "bodily injury" or "property damage" arising out of the acts or omissions of any "insured":
 - a. While operating any farm implement, except while being used to repair, maintain or improve the "farm premises"; or
 - b. While actively participating in any "farming" activities which are related to the "farm premises". Active participation does not include receipt of income from the "farm premises".
- 14. "We" do not cover "bodily injury" or "property damage" arising out of "custom farming".

Under **CONDITIONS**, the following Condition is added.

- 6. **Changes** – This endorsement may not be waived or changed except by a written document issued by "us".

All other "terms" and conditions of the policy apply.

"You" have read this endorsement and agree to its "terms".

_____	_____
Policy Number	Insured's Name (Please Print)
_____	_____
Date	Insured's Signature

If this copy of the endorsement does not contain the "insured's" signature, the original signed by the "insured", is on file with "us".