

FARM CHEMICALS LIMITED LIABILITY COVERAGE

(Entries required to complete the Schedule will be shown below or on the "declarations".)

Schedule

The Farm Chemicals Limited Liability Coverage Annual Aggregate Limit is
\$_____.

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

Physical injury does not include indirect or consequential damages such as loss of use of soil, animals, crops, or other property or loss of market.

LIABILITY COVERAGES

PRINCIPAL LIABILITY COVERAGES

The following coverage is added:

Farm Chemicals Limited Liability Coverage

1. "We" pay, up to the "limit" that applies, all sums for which an "insured" is legally liable because of physical injury to property if:
 - a. the injury is caused by the discharge, dispersal, emission, escape, or release of chemicals, liquids, or gases into the air from the "insured premises". The injury must be caused by chemicals, liquids, or gases that the "insured" has used in the normal and usual "farming" operations; and
 - b. the chemicals, liquids, or gases have not been discharged, dispersed, emitted, or released or have escaped into the air from an aircraft.

This coverage applies only physical injury to property that occurs during the policy period.

2. "We" will defend a suit seeking damages if the suit resulted from physical injury to property covered under Farm Chemicals Limited Liability Coverage. Such defense will be provided at "our" expense by counsel that "we" choose.

"We" may make investigations and settle claims or suits that "we" decide are appropriate. "We" do not have to settle or provide a defense after "we" have paid an amount equal to the "limit" that applies as a result of a judgment or written settlement.

INCIDENTAL LIABILITY COVERAGES

The Incidental Liability Coverage for Claims and Defense Cost is extended to apply Farm Chemical Limited Liability Coverage.

EXCLUSIONS THAT APPLY TO LIABILITY COVERAGES

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

Exclusions That Apply To Farm Chemicals Limited Liability Coverage -- Farm Chemicals Limited Liability Coverage does not apply to:

1. physical injury to property arising out of "farming" operations that are in violation of an ordinance or law;

2. physical injury to property that "you" own or that "you" rent or borrow from others;
3. physical injury to property that is expected by, directed by, or intended by the "insured";
4. liability under a contract or an agreement entered into by an "insured".

However, this exclusion does not apply to physical injury to property:

- a. for which an "insured" is liable under a written contract that directly relates to the ownership, maintenance, or use of an "insured premises"; or
 - b. for which "you" are liable under a written contract, made before the loss, under which "you" assume tort liability of another person or organization to pay damages because of physical injury to property; or
5. any loss, cost, or expense arising out of any:
 - a. request, demand, order, or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of chemicals, liquids, or gases; or
 - b. claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of chemicals, liquids, or gases.

However, this exclusion does not apply to liability that the "insured" would have had in the absence of such request, demand, order, statute, or regulation, claim, or "suit" by or on behalf of any governmental authority.

WHAT MUST BE DONE IN CASE OF LOSS OR OCCURRENCE

With respect to the coverage provided by this endorsement, references to "occurrence" under What Must Be Done In Case Of Loss Or Occurrence, Liability Coverages, are deleted and replaced by the following phrase:

instance of physical injury to property covered under Farm Chemicals Limited Liability Coverage.

HOW MUCH WE PAY FOR LOSS OR OCCURRENCE

1. The following provision is added with respect to the coverage provided by this endorsement.

Farm Chemicals Limited Liability Coverage -- The most "we" pay for the total of all physical injury to property covered under Farm Chemicals Limited Liability Coverage is the "limit" shown in the Schedule above as the Farm Chemicals Limited Liability Coverage Annual Aggregate Limit.

The Farm Chemicals Limited Liability Coverage Annual Aggregate Limit applies regardless of the number of:

- a. instances of physical injury;
- b. "insureds";
- c. claims made;
- d. suits brought;
- e. persons whose property is damaged; or

- f. locations insured under this policy.

The Farm Chemicals Limited Liability Coverage Annual Aggregate Limit is the most that "we" pay for each consecutive annual period and for any remaining period of less than 12 months, beginning with the inception date of this policy as shown on the "declarations". If, however, the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the "limit".

2. Severability is deleted and replaced by the following with respect to the coverage provided by this endorsement.

Severability -- The Liability Coverages provided by this policy apply separately to each "insured", except with respect to the "limits" that apply.

Therefore, this provision does not increase The Farm Chemicals Limited Liability Coverage Annual Aggregate Limit, regardless of the number of "insureds".

3. Insurance Under More Than One Policy is amended to include the following with respect to the coverage provided by this endorsement.

Farm Chemicals Limited Liability Coverage -- This insurance is excess over other valid and collectible insurance that applies to the loss or claim, other than insurance written specifically to provide coverage in excess of the "limits" that apply in this policy.

If the other insurance is also excess, "we" pay only "our" share of the loss. "We" pay only that part of the loss that the applicable "limit" under this policy bears to the total amount of insurance covering the loss.

POLICY CONDITIONS

The Policy Period condition under Conditions Applicable To Liability Coverages Only does not apply with respect to the coverage provided by this endorsement.

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