

LIABILITY COVERAGE SECTION - FARM

DEFINITIONS - The following additional definitions apply to the Liability Coverage Section.

1. **Farming** means the ownership, maintenance or use of premises for the production of crops or the raising or care of livestock, including all necessary operations. **Farming** also includes the operations of roadside stands and **farm** markets maintained principally for the sale of the **insured's** own **farm** products.
2. **Farm employee** means an employee of any **insured** whose duties are in connection with the **farming** operations of the **insured**.

The definitions of **insured**, **insured premises** and **business** are modified when used in connection with the Liability Coverage Section.

3. **Insured premises** also mean the **farm** premises described in the Declarations, other land **you** use for **farming** purposes and new **farm** premises acquired during the policy period.
4. **Business** means a trade, profession or occupation including rental of property to others all whether full or part time. **Business** does not include **farming**.
5. A person while performing duties as an employee of an **insured** is an **insured** with respect to farm implements and other vehicles covered under this policy.

PRINCIPAL LIABILITY AND MEDICAL PAYMENTS COVERAGES

Coverage L - Personal Liability

We pay, up to **our** limit of liability, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

We will defend any suit seeking damages, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage. **We** may make any investigation and settle any claim or suit that **we** decide is appropriate. **We** are not obligated to provide a defense after **we** have paid an amount equal to **our** limit of liability.

Coverage M - Medical Payments To Others

We pay the necessary **medical expenses** incurred or medically determined within three years from the date of an accident causing **bodily injury** to which this coverage applies. This coverage applies only:

1. to a person on the **insured premises** with the permission of any **insured**; or
2. to a person away from the **insured premises** if the **bodily injury**:
 - a. results from a condition on the **insured premises**;
 - b. is caused by the activities of any **insured**;
 - c. is caused by a person while performing duties as a **domestic employee** of any **insured**;
 - d. is caused by an animal owned by or in the care of an **insured**; or
 - e. is suffered by a **domestic employee** and arises out of and in the course of employment by any **insured**.

INCIDENTAL LIABILITY AND MEDICAL PAYMENTS COVERAGES

This policy provides the following Incidental Liability and Medical Payments Coverages. These incidental coverages are subject to the **terms** of the Principal Liability and Medical Payments Coverages. These incidental coverages do not increase the limit of liability stated for the principal coverages except: Claims Expense Coverage and First Aid Expense Coverage.

1. **Damage to Property of Others** - Regardless of an **insured's** legal liability, **we** either pay for property of others damaged or destroyed by an **insured** or **we** repair or replace the property, to the extent practicable, with property of equivalent kind and quality. **Our** limit of liability for this coverage is \$250 per **occurrence**.

We do not pay for damage to property:

- a. owned by, rented to or leased to any **insured**, any other resident of **your** household, or tenant of any **insured**;
- b. caused intentionally by any **insured** who has attained the age of 13;
- c. covered under this policy under Property Coverages; or

- d. resulting from:
- 1) activities in connection with an *insured's business*;
 - 2) premises owned, rented or controlled by an *insured*, other than the *insured premises*; or
 - 3) the ownership, maintenance, use, loading or unloading of *motorized vehicles*, aircraft or watercraft.
2. **Contracts and Agreements Coverage** - We pay for damages for *bodily injury* or *property damage* resulting from liability assumed by an *insured* under a written contract made before the loss or a warranty of goods and products. This coverage does not apply to a contract or warranty in connection with *business* activities of an *insured*.
3. **Claims and Defense Expense Coverage** - We pay the following expenses incurred in connection with a suit defended by *us* under the Personal Liability coverage:
- a. costs taxed to the *insured*;
 - b. expenses incurred by *us*;
 - c. actual loss of earnings by an *insured*, up to \$50 per day, for time spent away from work at *our* request;
 - d. other necessary expenses incurred at *our* request;
 - e. interest accruing after entry of a judgment but ending when *we* tender or pay up to the applicable limit of liability;
 - f. premiums on appeal bonds or bonds to release attachments up to *our* limit of liability; (*We* are not required to apply for or furnish any bonds.) and
 - g. premiums up to \$500 per bail bond required of any *insured* because of an accident or traffic law violation arising out of the use of any vehicle to which this policy applies. (*We* are not required to apply for or furnish any bonds.)
4. **First Aid Expense Coverage** - Regardless of an *insured's* legal liability, *we* pay expenses incurred by an *insured* for first aid to persons, other than *insureds*, for *bodily injury* covered by this policy.
5. **Incidental Motorized Vehicle Coverage** - We pay for *bodily injury* and *property damage* which:
- a. occurs on the *insured premises* and results from the ownership, maintenance, use, loading or unloading of:
 - 1) *motorized vehicles* not subject to *motor vehicle* registration because of their type or use; or
 - 2) *recreational motor vehicles*;
 - b. occurs anywhere and results from:
 - 1) golf carts while used for golfing purposes;
 - 2) utility, boat, camp or mobile home trailers except when the trailer is carried on, towed by or attached to a *motor vehicle* or *recreational motor vehicle*; or
 - 3) *motorized vehicles* designed exclusively for use off public roads and used principally to service the *insured premises*; or
 - c. results from the *insured's* use of a *recreational motor vehicle* not owned by an *insured*.
6. **Watercraft**
- a. We pay for *bodily injury* and *property damage* resulting from the maintenance, use, loading or unloading of watercraft:
 - 1) while on the *insured premises*; or
 - 2) not owned by or rented to an *insured* if the *bodily injury* or *property damage* results from the activities of an *insured*.
 - b. We pay for *bodily injury* and *property damage* resulting from the maintenance, use, loading or unloading of:
 - 1) watercraft owned by or rented to any *insured* and powered by inboard or inboard/outboard motors totaling 50 horsepower or less; or
 - 2) sailing vessels with or without auxiliary power owned by or rented to any *insured* and less than 26 feet in overall length.
 - c. We pay for *bodily injury* and *property damage* resulting from the maintenance, use, loading, or unloading of watercraft powered by outboard motors totaling 25 horsepower or less.
 - d. Under the following circumstances, *we* pay for *bodily injury* and *property damage* resulting from the maintenance, use, loading, or unloading of watercraft powered by outboard motors totaling more than 25 horsepower:
 - 1) the motors are insured for Personal Liability coverage and shown on the Declarations or any endorsement;

- 2) the motors are reported to **us** and Personal Liability coverage is requested within 45 days after acquisition by any **insured**; or
 - 3) the motors are not owned by any **insured**.
7. **Incidental Business Coverage** - We pay for **bodily injury** and **property damage** resulting from:
- a. the occasional rental of the portion of the **insured premises** normally occupied by **you**, exclusively for residential purposes;
 - b. the rental of any other portion of the **insured premises** for residential purposes; (No family unit may include more than two roomers or boarders.)
 - c. the rental of a portion of the **insured premises** as a school, studio, office or private garage;
 - d. incidental activities normally performed by minors; and
 - e. activities in conjunction with **business** pursuits which are ordinarily considered **nonbusiness** in nature.

EXCLUSIONS

1. **Exclusions that Apply to Both Personal Liability and Medical Payments To Others** - This policy does not apply to liability:
 - a. caused directly or indirectly by war; (This means undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction, seizure or use of property for a military purpose. It includes any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.)
 - b. resulting from the ownership, maintenance, use, loading or unloading of aircraft; (This exclusion does not apply to **bodily injury** to a person while performing duties as a **domestic employee** of an **insured**.)
 - c. resulting from the ownership, maintenance, use, loading or unloading by an **insured of motorized vehicles** or watercraft, except as provided under Incidental Liability and Medical Payments Coverages; (This exclusion does not apply to **bodily injury** to a person while performing duties as a **domestic employee** of an **insured**.)
 - d. resulting from the use of a **motorized vehicle** in any racing, speed, pulling or pushing, demolition or stunting activity or contest or in the practice or preparation for such activity or contest;
 - e. resulting from the rendering of or failing to render professional services;
 - f. resulting from activities in connection with an **insured's business**, except as provided under Incidental Liability and Medical Payments Coverages;
 - g. resulting from premises owned, rented or controlled by an **insured** other than the **insured premises**; (This exclusion does not apply to **bodily injury** to a person while performing duties as a **domestic employee** of an **insured**.)
 - h. resulting from **bodily injury** or **property damage** caused intentionally by or at the direction of any **insured**;
 - i. for **bodily injury** if benefits are payable or required to be provided by an **insured** under any worker's compensation, non-occupational disability, occupational disease or similar law;
 - j. for which an **insured** under this policy is also an **insured** under a nuclear energy liability policy or would be an **insured** but for the exhaustion of its limits of liability; (A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.); or
 - k. resulting from **bodily injury** to a **farm employee**.
2. **Exclusions that Apply only to Personal Liability** - This coverage does not apply to liability:
 - a. for **bodily injury** to **you** and, if residents of **your** household, **your** relatives, and any other person under the age of 21 in **your** care or in the care of **your** resident relatives;
 - b. assumed under any contract or agreement, except as provided under Incidental Liability and Medical Payments Coverages;
 - c. for damage to property owned by any **insured**;
 - d. for damage to property rented to, occupied by, used by, or in the care of an **insured**; (This exclusion does not apply to **property damage** to **insured premises**, other than **farm** premises, caused by fire, smoke, or explosion.)
 - e. for sickness, disease or death of a **domestic employee** unless a written notice is received by **us** within 36 months after the end of the policy period in which the injury occurs; or
 - f. resulting from the discharge, dispersal, release or escape of solid, liquid or gaseous waste materials or other pollutants into or upon land, the atmosphere or any watercourse or body of water; (This

- exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.)
- g. for *property damage* arising or resulting from any substance released or discharged from any aircraft;
 - h. for *property damage* to products manufactured, sold, handled or distributed by an *insured* when the *property damage* arises out of such products or any part of the products; or
 - i. for *property damage* to work performed by or for an *insured* when the *property damage* arises out of such work or any part of the work.
3. ***Exclusions that Apply only to Medical Payments To Others*** - This coverage does not apply to ***bodily injury***:
- a. to an *insured* or other person, not a *domestic employee*, regularly residing on the *insured premises*;
 - b. to any person while on the *insured premises* because a *business* is conducted or professional services are rendered on the *insured premises*; or
 - c. to any person, including a *domestic employee*, if benefits are provided under any worker's compensation, non-occupational disability, occupational disease or similar law.