

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

SPECIAL PROVISIONS – ILLINOIS

The sections of the policy listed below are amended as specified.

DEFINITIONS

Definition 1. “You” and “your” is deleted and replaced with the following:

1. “You” and “your” mean:
 - a. The Named Insured shown in the Declarations and, if the Named Insured is an individual, the spouse if living in the same household; or
 - b. Any Additional Named Insured shown in the Declarations and, if the Additional Named Insured is an individual, the spouse if living in the same household.

Definition 6. “Custom farming” is deleted and replaced with the following:

6. “Custom farming” means activities connected with or arising out of the performance of agricultural operations for another person or organization:
 - a. Pursuant to an oral or written agreement;
 - b. For compensation in money or goods;
 - c. On land that is not an “insured premises” or rented or leased to or under the control of any “insured”; and
 - d. If the gross receipts from those activities exceed \$5,000 in the calendar year in which a loss occurs or the calendar year immediately preceding.

“Custom farming” does not include “custom feeding” or “custom spraying”.

Definition 7. “Custom feeding” is deleted and replaced with the following:

7. “Custom feeding” means activities connected with or arising out of the provision of labor or services to another person or organization in connection with the care or raising of “livestock” or “poultry” not owned by any “insured”:
 - a. Pursuant to an oral or written agreement;
 - b. For compensation in money or goods; and
 - c. If the gross receipts from those activities exceed \$5,000 in the calendar year in which a loss occurs or the calendar year immediately preceding.

Definition 8. “Farming” is deleted and replaced with the following:

8. a. “Farming” means:
 - 1) The ownership, maintenance, or use of any “insured premises” for production of crops or the raising or care of “livestock” or “poultry”;
 - 2) The operation of roadside or farmers’ market stands maintained and occupied solely for the sale of any “insured’s” raw or unprocessed farm products;
 - 3) The lease or rental of farm buildings or land to a third party for agricultural purposes; or
 - 4) “Your” livestock while being raised away from “your” “insured premises” by a third party, in accordance with a verbal or written contract or agreement.
- b. “Farming” does not include:
 - 1) Butchering, packaging, processing, or sale of deer, wild game, wild fowl, “livestock”, or “poultry”;
 - 2) The altering of the characteristics of farm products through processing operations; or
 - 3) “Custom farming”, “custom feeding”, or “custom spraying”.

Definition 12. "Insured" is deleted and replaced with the following:

12. "Insured" or "Insured Person" means:

- a. "You";
 - 1) If "you" are an individual, "insured" also means:
 - a) A person living with "you" and related to "you" by blood, marriage, or adoption;
 - b) A legal ward, foster child, or foreign exchange student living with "you";
 - c) A student who is an unmarried and financially dependent relative under the age of 25 if the student:
 - (1) Lived with "you" immediately before leaving to attend school; and
 - (2) Qualifies as a full-time student as defined by the school.

Under any of the preceding paragraphs, "your" child is not an "insured" if a judicial decree places primary custody or care of the child in the control of another person and the child was not in the care of the "insured" and was not on the "insured premises" at the time of the "occurrence". This exception does not apply if the judicial decree requires "you" to provide liability insurance for the child.

- 2) If "you" are an organization, as described in a) through c) below, "insured" also means:
 - a) "Your" members or partners and their spouses, if this is a partnership or joint venture, but only with respect to the conduct of "your" "farming" operations;
 - b) "Your" members, if this is a limited liability company, but only with respect to the conduct of "your" "farming" operations. "Your" managers, but only with respect to their duties as "your" managers; or
 - c) "Your" executive officers and directors, if this is an organization other than a partnership, joint venture, or limited liability company, but only with respect to their duties as "your" officers or directors. "Your" stockholders, but only with respect to their liability as stockholders.
- b. Any person or organization legally responsible for animals or watercraft owned by any "insured" above, but "we" will cover the person or organization only with respect to those animals or watercraft. "We" will not cover any person or organization using or having custody of animals or watercraft for their sole benefit, in the course of any "business", or without the oral or written permission of the owner; or
- c. With respect to "your" farm tractors and trailers and self-propelled or animal-drawn implements, any person, while engaged in "your" "farming" operation.

Definition 13. "Insured premises" is deleted and replaced with the following:

13. "Insured premises" means:

- a. The farm premises which "you" own, rent, lease, or control as part of "your" "farming" operation and other locations "you" maintain as a "residence premises". The "insured premises" does not include locations in "your" control for the purpose of performing "custom farming" or "custom spraying" operations;
- b. Any other premises acquired by "you" in the policy period which "you" intend to use as a "residence premises";
- c. Any part of premises which are not owned by an "insured" but where the "insured" may be temporarily residing or which an "insured" may occasionally rent for non-business purposes;
- d. Vacant land, other than farmland, owned by or rented to an "insured";
- e. Cemetery plots or burial vaults owned by an "insured";
- f. Any structures or grounds used by "you" in connection with "your" "residence premises";
- g. Land on which a one- to four-family residence is being built for "you", if the land is owned by or rented to "you"; or
- h. Land owned by a third person and on which "you" conduct crop raising operations in accord with the following conditions:
 - 1) "You" are in primary physical control of the land on a regular basis;
 - 2) "You" do not lease or rent the land from the owner;
 - 3) "You" plant and harvest the crops on a yearly basis for the owner;
 - 4) "You" perform all labor activities in raising the crop, with the exception of individual tasks hired either by "you" or the owner on an irregular basis; and
 - 5) The acres described in paragraph h. must be included in the total number of acres on the Declarations.

Definition 16. "Motor Vehicle" is deleted and replaced with the following:

16. "Motor Vehicle" means:

- a. A motorized land vehicle designed for travel on public roads or subject to motor vehicle registration or a compulsory financial responsibility law or regulation issued by a government agency, except a "farm implement";
- b. A trailer or semitrailer designed for travel on public roads or subject to vehicle registration, except while being towed by a self-propelled "farm implement"; or
- c. Any vehicle, except a "farm implement", while being towed or carried on a vehicle included in a. or b. above.

"Motor vehicle" does not mean an "electric bicycle" or "electric scooter".

The following additional paragraph is added to Definition 17. "Occurrence":

For the limited purpose of any claim or lawsuit alleging the improper handling, applying, or spraying of agricultural chemicals on farm fields, an "occurrence" means the use, release, discharge, or dispersal of an agricultural farm chemical on one or more farm fields on the same calendar day, which causes "bodily injury" or "property damage" to one or more third persons or entities. The refilling of the sprayer or nurse tank for the purpose of application of the same type and concentration of agricultural farm chemical on the same field or a nearby field during the same calendar day is deemed a single "occurrence". However, the use of a different brand or concentration of agricultural farm chemical in an application sprayer or nurse tank on a single calendar day will be deemed a separate "occurrence".

Definition 21. "Recreational Vehicle" is deleted and replaced with the following:

21. "Recreational Vehicle" means:

- a. A motorized land vehicle, a trailer, or attached equipment that is designed or used for non-agricultural or leisure time activities off public roads;
- b. A snowmobile when not being used in an agricultural operation;
- c. An all-terrain vehicle (ATV) when not being used in an agricultural operation;
- d. A motorized golf cart; or
- e. A motorcycle, moped, gas scooter, or minibike.

"Recreational vehicle" does not mean a "low power recreational vehicle", "electric bicycle", or "electric scooter".

THE FOLLOWING DEFINITIONS ARE ADDED:

24. "Custom spraying" means the handling, application, or transporting of agricultural chemicals used for the production of crops or weed control, by any "insured" or by any party on behalf of an "insured", when applied on land other than the "insured premises", for compensation in money or goods.

25. A "wild or exotic animal" means any class of animal that:

- a. Does not generally live in a human residence or within close proximity to humans;
- b. Is typically displayed in a zoo; or
- c. Is primarily found in a wild and untamed state.

"Wild or exotic animals" include but are not limited to amphibians and reptiles such as snakes, crocodiles, and alligators; arachnids such as scorpions and poisonous spiders; mammals such as lions, tigers, bears, monkeys, and wolves; and any hybrid of wild and tame classes of animals such as a wolf/dog hybrid.

A "wild or exotic animal" does not include any parrot, hamster, gerbil, or animal raised for the agricultural purpose of food or milk production.

26. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention, or imprisonment;
- b. Malicious prosecution;
- c. Libel, slander, or defamation of character;
- d. Invasion of the right of private occupancy, wrongful eviction, or wrongful entry; or
- e. Oral, televised, videotaped, electronic, or written publication of material that violates a person's right of privacy.

27. "Electric bicycle" means a device owned by or rented to any "insured" which has:

- a. Two or three wheels;
- b. Fully operable pedals for human propulsion;
- c. An electric motor of less than 750 watts; and

Whose maximum speed is no more than twenty miles per hour on a paved level surface when powered solely by the motor.

28. "Electric scooter" means a device owned by or rented to any "insured" which:

- a. Has two or three wheels;
- b. Weighs less than one hundred pounds;
- c. Is equipped with handlebars and a floorboard that can be stood upon while riding;
- d. Is solely powered by an electric motor and human power; and

Whose maximum speed is no more than twenty miles per hour on a paved level surface with or without human propulsion.

PRINCIPAL COVERAGES

COVERAGE A – LIABILITY TO PUBLIC is deleted and replaced with the following:

COVERAGE A – LIABILITY TO PUBLIC

Subject to the limits shown in the Declarations for **COVERAGE A – LIABILITY TO PUBLIC** 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" caused by an "occurrence" to which this coverage applies.

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.

In limited circumstances defined in the law, an "insured" may have a right to be defended by a personal counsel of his choosing. "Our" duty of defense will be met by advancing to the counsel selected by the "insured" all reasonable legal fees and expenses incurred only in the defense of the tort suit. "We" reserve the right to recover from an "insured" and his counsel all advanced legal fees and expenses, if a court should rule that the "bodily injury" or "property damage" for which an "insured" seeks indemnification due to claim or suit is not covered by the policy.

"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.

ADDITIONAL COVERAGES

Under **4. CLAIM AND LEGAL EXPENSES**, paragraph **b.** is amended as indicated:

- b. Interest on damages awarded in any suit "we" defend accruing after judgment is entered and before "we" have paid, offered to pay, or deposited in court that portion of the judgment which is not more than "our" limit of liability;

EXCLUSIONS are amended as indicated.

A. UNDER ANY OF THE COVERAGES

Exclusion **2.** is deleted and replaced with the following:

- 2. "We" do not cover any "Motor Vehicle Liability" unless the involved "motor vehicle" is:
 - a. In dead storage on the "insured premises";
 - b. Exempt from required registration for use on public roads or property by law or regulation issued by a government agency;
 - c. Being used by a "farm employee" in the course of any "insured's" "farming" operations and not owned by any "insured"; or

d. A watercraft, camper, home, or utility trailer that is not towed by, carried on, or attached to a vehicle.

This exclusion does not apply to “bodily injury” or “property damage” arising out of the use of a “farm implement” for loading or unloading of a “motor vehicle” in the course of the “insured’s” “farming” operations.

This exclusion does not apply to “bodily injury” sustained by a “farm employee” or “residence employee” in the course of employment if no other coverage is available to the “insured”.

Exclusion 3. is deleted and replaced with the following:

3. “We” do not cover “watercraft liability” unless at the time of the “occurrence” the involved watercraft is:
 - a. On the “insured premises” or otherwise stored;
 - b. A sailing vessel with overall length of 26 feet or less;
 - c. A sailing vessel more than 26 feet long, but not owned by or rented to any “insured”;
 - d. Powered by an inboard, inboard-outdrive motor, or outboard motor with 50 horsepower or less and is not a personal craft known as a jet ski, wet bike, or wave-runner; or
 - e. Powered by a motor with more than 50 horsepower, but is not:
 - 1) Owned by, rented to, or leased by any “insured”; or
 - 2) A personal craft known as a jet ski, wet bike, or wave-runner.

This exclusion does not apply to “bodily injury” sustained by a “farm employee” or “residence employee” in the course of employment if no other coverage is available to the “insured”.

Exclusion 7. is deleted and replaced with the following:

7. “We” do not cover “bodily injury” or “property damage” arising out of “business” activities of any “insured”. When the “bodily injury” or “property damage” occurs on the “insured premises”, the exclusion applies if the person’s presence or entry upon the “insured premises” relates to the “business” activity.

Exclusion 11. is deleted and replaced with the following:

11. “We” do not cover “bodily injury” or “property damage” arising out of “custom spraying” regardless of the amount of receipts.

Exclusion 12. is deleted and replaced with the following:

12. “We” do not cover liability assumed under any contract or agreement, except:
 - a. That part of a contract or agreement pertaining to “your” “farming” operations under which “you” assume the tort liability of another to pay for “bodily injury” or “property damage” to a third person or organization if the date of the contract is prior to the date of the “bodily injury” or “property damage”;
 - b. A warranty of goods or products; or
 - c. Liability relating to the “insured premises”.

“We” do not cover liability assumed under any contract or agreement in connection with any “insured’s” “business”, “custom farming”, “custom feeding”, or “custom spraying” operations.

Exclusion 13. is deleted and replaced with the following:

13. “We” do not cover “bodily injury” or “property damage” which results from an act committed by any “insured”:
 - a. In the course of or in the furtherance of any criminal act or crime;
 - b. In the course of or in the furtherance of any:
 - 1) Offense of a violent nature; or
 - 2) Physical abuse; or
 - c. If a reasonable person would expect or intend “bodily injury” or “property damage” to result from the act.

This exclusion stated in Paragraph 13.c. applies regardless of whether such “insured” is charged with or convicted of a crime and even if:

- 1) The “bodily injury” or “property damage” is of a different kind or degree than was intended or could reasonably be expected to result from the act; or
- 2) The “bodily injury” or “property damage” is sustained by a different person than was intended or could reasonably have been expected.

Paragraphs **13.b.** and **13.c.** of this exclusion do not apply if a reasonable person would believe that the “insured” committing the act exercised reasonable force to protect persons or property.

If any paragraph of this exclusion applies to any one “insured” due to that “insured’s” act or omission, coverage is also excluded for all other persons or “insureds” seeking coverage under this policy.

Exclusion **17.** is deleted and replaced with the following:

- 17.** “We” do not cover any “bodily injury” or mental or emotional injury arising out of any:
- a.** Actual, alleged, or threatened sexual molestation or sexual harassment of a person by any “insured”;
 - b.** Sexual act performed by any “insured”;
 - c.** Physical abuse; or
 - d.** Corporal punishment.

This exclusion does not apply to any “insured” who did not actively participate in the acts described above.

Exclusion **18.** is deleted and replaced with the following:

- 18. a.** “We” do not cover “bodily injury” or “property damage” which arises out of:
- 1)** Any sexually transmitted disease; or
 - 2)** Venereal disease, acquired immunodeficiency syndrome (AIDS), human immunodeficiency virus (HIV), herpes, mononucleosis, smallpox, or hepatitis.
- b.** This exclusion does not apply to:
- 1)** “Bodily injury” arising out of any communicable disease transmitted from an animal to a person; or
 - 2)** “Property damage” arising out of any communicable disease transmitted from an animal to an animal.

With respect to the coverage provided by exceptions **b. 1)** and **b. 2)** to this exclusion, the following special limits apply:

- a)** “Our” total limit of liability for “bodily injury” or “property damage” sustained by one or more persons in any one “occurrence” shall be the lesser of:
 - (1)** \$100,000; or
 - (2)** The limit of liability shown in the Declarations, under the heading of **COVERAGE A – LIABILITY TO PUBLIC** for each “occurrence”;
- b)** “We” will pay no more than \$300,000 for “bodily injury” or “property damage” in any 12 month period beginning with the inception date of this policy or any anniversary of the inception date, regardless of the number of “occurrences”, losses, claims, injured persons, or “insureds”; and
- c)** “Our” limit of liability shall not be restored in any subsequent policy period for the same “occurrence” or “occurrences”.

However, this exclusion does apply to “bodily injury” or “property damage” arising out of any communicable disease transmitted from any “wild or exotic animal” to a person.

Exclusion **19.** is deleted and replaced with the following:

- 19.** “We” do not cover “bodily injury” or “property damage” arising out of any use, sale, manufacture, delivery, transfer, or possession by any “insured” or by any person residing in an “insured premises” of controlled or Illegal Substances as defined by any federal, state, or local law, regulation, or ordinance. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Illegal Substance means:

- a** The manufacture, storage, or packaging by any “insured” or other person in the “insured premises”;
- b.** The delivery, transfer, or sale by any “insured”;

of any substance defined as controlled or illegal by any federal, state, or local law, regulation, or ordinance.

This exclusion applies if any “insured” or person residing in an “insured premises” is using or handling at the time of loss a constituent component of a controlled or illegal substance during or prefatory to the manufacture, storage, or packaging of that substance.

Exclusion **21.** is deleted and replaced with the following:

21. “We” do not cover “bodily injury” to “you” or any “insured”.

This exclusion applies even if “you” or any “insured” making a claim against this policy are a “farm employee”.

Exclusion **22.** is deleted and replaced with the following:

22. “We” do not cover “property damage” to property owned by an “insured”, except for damage to crops jointly owned by an “insured” and non-“insured”, caused by the “insured’s” “livestock” or “custom spraying” operations conducted by the “insured”. Payment will be made to a non-“insured”, but only to the extent of the non-“insured’s” interest in the jointly owned crops.

Exclusion **23.** is deleted and replaced with the following:

23. “We” do not cover any claim, suit, or action:

- a.** For benefits any “insured” or any “insured’s” insurer voluntarily provides or is required to provide under any workers’ compensation, occupational disease, or any other similar law;
- b.** For damages against any “insured” for loss of support, services, society, or consortium to a spouse or related person arising out of “bodily injury” or death to any person who may file a claim for or is entitled to an award of damages or benefits under any workers’ compensation, occupational disease, or any other similar law enacted to furnish compensation for the “bodily injury” or death of the injured person; or
- c.** For civil or statutory damages against any “insured” arising from the failure of any “insured” to comply with the legal requirement to provide workers’ compensation or occupational disease benefits or insurance coverage to a person sustaining “bodily injury” or death arising out of employment by any “insured”.

Exclusion **30.** is deleted and replaced with the following:

30. “We” do not cover:

- a.** “Bodily injury” or “personal injury” arising, in whole or in part, out of the actual, alleged, threatened, or suspected inhalation of, or ingestion of, “silica”, “silica-related dust”, or “silica” included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction materials;
- b.** “Property damage” arising, in whole or in part, out of the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, “silica”, “silica-related dust”, or “silica” included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction materials;
- c.** Any loss, cost, or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, “silica” or “silica-related dust”, by any “insured” or by any other person or entity;
- d.** “Bodily injury” or “property damage” arising, in whole or in part, from any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with paragraphs **a.**, **b.**, or **c.** above; or
- e.** Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs **a.**, **b.**, **c.** or **d.** above.

For purposes of this exclusion:

- i.** “Silica” means silicon dioxide (occurring in crystalline, amorphous, and impure forms), silica particles, silica dust, or silica compounds; and
- ii.** “Silica-related dust” means a mixture or combination of “silica” and other dust or particles.

Exclusion **31. a. paragraph 2)** is amended as indicated:

2) Used for hire or charter, except in “custom feeding”, custom farming”, or “custom spraying” operations.

Exclusion **32.** is deleted and replaced with the following;

32. “We” do not cover any “bodily injury” or “property damage” arising out of a “wild or exotic animal” owned by or in the care, custody, or control of any “insured”.

THE FOLLOWING EXCLUSIONS ARE ADDED:

- 33. a.** “We” do not cover any claim, loss, or lawsuit arising directly or indirectly out of any act or omission that violates or is alleged to violate:
- 1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - 2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - 3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - 4)** Any Federal, State, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act, or FCRA, and their amendments and additions, that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

- b.** “We” do not cover any claim, loss, or lawsuit arising directly or indirectly out of act or omission that violates or is alleged to have violated any statute, ordinance, regulation, or law identified in paragraph a., above.

“We” will not defend or indemnify any “insured” for a judgment or settlement with regard to any claim, lawsuit, or other legal or administrative proceeding in which any “insured” is alleged to have violated any statute, ordinance, regulation, or law identified in paragraphs **a.** and **b.**, above.

This exclusion applies regardless of the actual or alleged mental state or intent of the person alleged to have violated the statutes, ordinances, regulations, and laws identified in paragraphs **a.** and **b.** above.

- 34.** “We” do not cover “bodily injury”, “property damage”, or “personal injury”:

- a.** Arising out of oral, written, televised, videotaped, or electronic publication of material:
- 1)** If done by or at the direction of any “insured” with knowledge of its falsity; or
 - 2)** Whose first publication took place before the effective date of this policy; or
- b.** Arising directly or indirectly out of an act of electronic aggression, by an “insured”, which is communicated or transmitted:
- 1)** By means of an electronic forum, including, but not limited to, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a web blog; or
 - 2)** By other electronic means, including, but not limited to, email, instant messaging, or text messaging.

For purposes of this exclusion, electronic aggression means any written or oral communication or video which harasses, bullies, or causes embarrassment or emotional distress to a person, as measured from the objective viewpoint of a reasonable person. The mental state or intent of any “insured” in communicating or transmitting the material is not relevant to the application of this exclusion.

- 35.** “We” do not cover “personal injury”:

- a.** Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an “insured”; or
- b.** Caused by or at the direction of an “insured” with the knowledge that the act would violate the rights of another and would inflict “personal injury.”

- 36.** “We” do not cover “bodily injury” or “property damage” resulting from:

- a.** The spraying, handling, applying, or storing of agricultural chemicals that does not meet all federal, state, or local government statutes, ordinances, regulations or license requirements which apply to those operations;
- b.** The application of chemicals to residential property, including lawns or gardens;
- c.** Chemicals that are released from an aircraft; or
- d.** The spraying, handling, applying, or storing of agricultural chemicals that are not in compliance with directions as printed on the manufacturers’ product label or with written instructions furnished an “insured” by the manufacturer or distributor of the agricultural chemicals.

This exclusion particularly applies to any coverage supplied under **3. POLLUTION** of **ADDITIONAL COVERAGES**.

E. ADDITIONAL EXCLUSIONS UNDER ADDITIONAL COVERAGES 1. DAMAGE TO PROPERTY OF OTHERS

Paragraph E. 2. is amended as indicated:

2. "We" do not cover "property damage" arising out of "custom farming" or "custom spraying" operations.

RIGHTS AND DUTIES – CONDITIONS

Condition 1. **Limits Of Liability** is deleted and replaced with the following:

1. Limits Of Liability

The limits of liability shown in the Declarations and this policy apply subject to the following:

- a. Under **COVERAGE A – LIABILITY TO PUBLIC** of this policy, "our" total liability for all "bodily injury" and "property damage" sustained by one or more persons in any one "occurrence", and for any "personal injury" offense, shall not be more than the combined single limit (CSL) shown in the Declarations for **Coverage A – Liability To Public**;
- b. Under **COVERAGE B – MEDICAL PAYMENTS TO PUBLIC** of this policy, "our" total liability for all medical expenses incurred by any one person in any one "occurrence" shall not be more than the single limit shown in the Declarations for that coverage for each person;
- c. Under **COVERAGE C – LIABILITY TO FARM EMPLOYEES** of this policy, "our" total liability for all "bodily injury" sustained by one or more "farm employees" in any one "occurrence" shall not be more than the combined single limit (CSL) shown in the Declarations for this coverage for each "occurrence";
- d. Under **COVERAGE D – MEDICAL PAYMENTS TO FARM EMPLOYEES** of this policy, "our" total liability for all medical expenses incurred by any one "farm employee" in any one "occurrence" shall not be more than the single limit shown in the Declarations for that coverage for each person; and
- e. **Annual Aggregate Limit**
 - 1) The Annual Aggregate shown in the Declarations for Coverage **A**, Additional Coverage **1.**, and Coverage **B** is the maximum amount "we" will pay for all claims under **Liability To Public, Personal Injury, Damage To Property of Others, and Medical Payments To Public** coverages provided by this policy or any endorsements.
 - 2) The Annual Aggregate shown in the Declarations for Coverage **C** and **D** is the maximum amount "we" will pay for all claims under **Liability to Farm Employees** and **Medical Payments to Farm Employees** coverages provided by this policy or any endorsements.

The Annual Aggregates described above and as shown in the Declarations are the maximum amount "we" will pay during a 12-month period beginning with the inception date of this policy or any anniversary of the inception date, regardless of the number of "occurrences", offenses, losses, claims, injured persons, damaged properties, "insureds", or involved coverages. The Annual Aggregate Limit of liability shall not be restored in any subsequent policy period with regard to any "occurrence" or "occurrences" during a prior policy period.

"We" will pay no more than these maximums regardless of the number of "insureds", injured persons, claims, claimants, lawsuits, or policies involved in any "occurrence".

Condition 2.d. **Your Duties After a Loss** is amended as indicated:

- d. Cooperate with "us" and assist "us" in any matter relating to a claim or suit, including "our" request to supply documents and records relating to a claim or suit;

Condition 6. **Other Insurance – All Coverages** is deleted and deleted and replaced with the following:

6. Other Insurance – All Coverages

If there is other applicable liability insurance for a loss covered by this policy, "we" will pay only "our" share of the loss. "Our" share is determined by totaling the limits of this insurance and all other collectible insurance and finding the percentage of the total which "our" limits represent.

However, if any other policy or policies of primary insurance provides excess coverage for the loss under the terms of an other insurance clause, this policy also provides coverage on an excess basis. If the other insurance clauses cancel out, "we" will pay "our" proportionate share of the loss. "Our" share is determined by totaling the limits of this insurance and all other collectible excess insurance and finding the percentage of the total which "our" limits represent.

"We" will not pay an amount in excess of "our" limits of liability.

This insurance is primary with respect to payments made under **COVERAGE B – MEDICAL PAYMENTS TO PUBLIC, COVERAGE D – MEDICAL PAYMENTS TO FARM EMPLOYEES, and ADDITIONAL COVERAGE 1. DAMAGE TO PROPERTY OF OTHERS.**

Condition 7. **Concealment Or Misrepresentation** is deleted and replaced with the following:

7. Concealment Or Misrepresentation

“We” may deny coverage if “you” or any “insured” has:

- a. Concealed or misrepresented any material fact or circumstance; or
- b. Made false statements,

whether before or after any loss, “occurrence”, application for coverage, or claim for which coverage is sought under this policy.

GENERAL POLICY CONDITIONS

Condition 1. **Liberalization Clause** is deleted and replaced with the following:

1. Liberalization Clause

If any coverage under this policy is broadened without charge and prior to a loss during the policy period, this policy will automatically provide the broadened coverage when it becomes effective.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of this policy; or
- b. An endorsement.

Condition 3. **Cancellation** is deleted and replaced with the following:

3. Cancellation

The term cancel or cancellation in this provision refers to the termination of the policy during the policy term.

- a. The Named Insured or “your” agent, at “your” request, may cancel this policy at any time by:

- 1) Returning this policy to “us”; or
- 2) Mailing or delivering a written request for cancellation to “us”.

Unless otherwise requested, the cancellation will be effective on the date “we” receive the policy or the request for cancellation.

- b. “We” may cancel this policy only for the reasons stated below by notifying the Named Insured in writing the date cancellation takes effect. This cancellation notice will be mailed to the Named Insured at the last mailing address known to “us”. Proof of mailing will be sufficient proof of notice.

Notification of cancellation will also be sent to the Named Insured’s broker, if known, or agent of record, if known, and to the mortgagee or lienholder listed on the policy. “Our” failure to mail the notification of cancellation to the agent, mortgagee, or lienholder does not affect the legal enforceability of the notice on “you” or any “insured”.

- 1) If this policy has been in effect for 60 days or less, “we” may cancel at any time by notifying the Named Insured at least:
 - a) 10 days prior to the effective date of cancellation for nonpayment of premium; or
 - b) 30 days prior to the effective date of cancellation for any other reason.
- 2) If this policy has been in effect for 61 or more days or is a renewal or continuation policy, “we” may cancel only for one or more of the reasons listed below by notifying the Named Insured at least 10 days before the cancellation takes effect if the cancellation is for nonpayment of premium and at least 60 days before the cancellation takes effect for any of the following reasons:
 - a) The policy was obtained through a material misrepresentation;
 - b) Any “insured” violated any of the terms and conditions of the policy;
 - c) The risk originally accepted has measurably increased;
 - d) Certification to the Director of Insurance of the loss of reinsurance by “us” which provided coverage to “us” for all or a substantial part of the underlying risk insured; or

e) A determination by the Director of Insurance that the continuation of the policy could place "us" in violation of the insurance laws of the State of Illinois.

c. If this policy is cancelled, "we" will return no more than the pro rata unused share of "your" premium.

Condition **4. Nonrenewal** is deleted and replaced with the following:

4. Nonrenewal

The term nonrenew in this provision means a termination of the policy at the end of the policy contract period.

"We" may elect not to renew this policy. "We" will mail written notice to the Named Insured at the last mailing address known to "us", at least 60 days before the expiration date of this policy. This notice will include "our" reason for nonrenewal. Proof of mailing will be sufficient proof of notice.

Notification of nonrenewal will also be sent to the Named Insured's broker, if known, or agent of record, if known, and the last known mortgagee or lienholder. "Our" failure to mail the notification of nonrenewal to the agent, mortgagee, or lienholder does not affect the legal enforceability of the notice on "you" or any "insured".

Condition **6. Transfer Of Your Rights and Duties Under This Policy**, paragraph **a.** is amended as indicated:

a. Any surviving member of the deceased's household who was covered under this policy at the time of death, but only while a resident of the "residence premises".

All other terms and conditions of this policy apply.