



FARM POLLUTION LIABILITY (LIMITED COVERAGE)

Refer to the Supplemental Declarations if information is not shown on this form.

For an additional premium, **we** provide coverage under this endorsement subject to the **terms** contained in the General Liability Coverage.

This endorsement forms a part of the policy identified below:

Policy No. _____

Named Insured _____

How Much **We** Pay for Loss or Claim

The limit of liability stated in the declarations for Coverage L-**Bodily Injury** and **Property Damage** DOES NOT APPLY to the Farm **Pollution** Coverage provided in this form.

The limit of liability for coverage L-**Bodily Injury** and **Property Damage** and the deductible applicable to the provisions of this form only are as follows:

Farm Pollution Liability

Limit of Liability: \$ _____ each **occurrence**

Deductible: \$ _____ each **occurrence**

Exception to Policy Exclusion

The exclusion in this policy pertaining to Liability resulting directly or indirectly from the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals or pollutants into or upon land, the atmosphere or any watercourse, body of water, bog, marsh, swamp or wetland DOES NOT APPLY TO **Bodily Injury** or **Property Damage** caused by or resulting from discharge, dispersal, release or escape of smoke or chemicals, liquids or gases used, or intended for use, in normal or usual farming operations, provided:

1. The discharge, dispersal, release or escape is sudden and accidental; and
2. The accident arises out of farming operations on an **insured premises**; and
3. The operations being conducted are not in violation of any ordinance or law.

Deductible-Farm Pollution Liability

1. **We** will pay on behalf of the **insured** the amount of damages in excess of the deductible shown above. **We** will not pay more than the limit of liability shown on this form.
2. The deductible applies to all damages from **bodily injury** or **property damage** sustained as the result of any one **occurrence** regardless of the number of persons or organizations who sustain damages because of that **occurrence**;
3. The deductible shall also apply toward investigation, adjustment and legal expenses incurred in the handling and investigation, whether or not payment is made to claimant, compromise settlement is reached or claim is denied;
4. The **terms** of the policy, including those with respect to (a) **our** rights and duties concerning defense of suits and (b) **your** duties concerning what **you** must do in the case of loss, apply irrespective of the application of the deductible;
5. **We**, at **our** election or option, may:
 - (a) pay any part or all of the deductible to effect settlement of any claim or **suit**, and upon notification of the action taken, **you** shall promptly reimburse **us** for such part, or all, of the deductible amount as has been paid by **us**;
 - (b) upon receipt of notice of any claim or at any time thereafter, call upon **you** to pay over and deposit with **us** all or any part of the deductible amount, to be held and applied by **us** as herein provided.