

Attachment No. 12

1. **you** acquire, as owner or tenant, such additional **farm** premises within the state of Nebraska;
2. **you** notify **us** within 90 days following the date upon which **you** acquire such **farm** premises in excess of the basic 1,000 acres covered by this policy;
3. **you** pay any additional premium required because of the application of this insurance to newly-acquired **farm** premises; and
4. this insurance does not apply to any loss against which **you** have other valid and collectible insurance.

SECTION VI - ADDITIONAL COVERAGES

We cover the following in addition to the limit of liability:

1. CLAIM EXPENSES. **We** pay:
 - (a) all costs **we** incur in the settlement of any claim or that are taxed against any **insured person** in any suit **we** defend;
 - (b) interest on the entire amount of 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. "Damages" as used herein does not include prejudgment interest;
 - (c) premiums on bonds required in a suit **we** defend. But **we** will not pay the premium for any portion of the bond amount that is greater than **our** limit of liability. **We** have no obligation to apply for or furnish bonds;
 - (d) loss of earnings up to \$250 a day, but no other income, when **we** ask **you** to help **us** investigate or defend any claim or suit; and
 - (e) any other reasonable expenses incurred at **our** request.
2. FIRST AID EXPENSES. **We** will pay expenses for immediate medical and surgical treatment for other persons that are incurred by an **insured person** for treatment of **bodily injury** covered by this policy. **We** will not pay for first aid to any **insured person**.

SECTION VI - EXCLUSIONS

Under Coverages L and M, **we** do not cover:

1. **Bodily injury** and **property damage** arising out of the ownership, maintenance, operation, use, loading, unloading, or entrustment of:
 - (a) Hovercraft or aircraft, except model or hobby aircraft not used or designed to carry people or cargo.
 - (b) Land motor vehicles designed for use on public roads, other than **recreational land motor vehicles**, owned or operated by or rented or loaned to an **insured person**. This exclusion does not apply if the land motor vehicle is not subject to motor vehicle registration because it is:
 - (1) used exclusively on the **insured premises**;
 - (2) kept in dead storage on the **insured premises**;
 - (3) designed for assisting the handicapped, or
 - (4) designed as a toy for use by children, powered by one or more batteries, and not built or modified to exceed a speed of five miles per hour on level ground.

We do not cover trailers, crawler or farm type tractors, or farm implements, when attached to, towed by, or carried on a land motor vehicle.

- (c) **Recreational land motor vehicles** owned by an **insured person**, if the **bodily injury** or **property damage** occurs off the **insured premises**.

This exclusion does not apply to a motorized golf cart that is owned by an **insured person**, designed to carry up to four persons, not built or modified to exceed a speed of 25 miles per hour on level ground and, at the time of an **occurrence**, is within the legal boundaries of:

- (1) a golfing facility and is parked or stored there, or being used by an **insured person** to:
 - (i) play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (ii) travel to or from an area where golf carts are parked or stored at the golfing facility; or
 - (iii) cross public roads at designated points to access other parts of the golfing facility; or
- (2) a private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an **insured person's residence premises**.

This exclusion does not apply to a self-propelled land vehicle designed as a toy for use by children, powered by one or more batteries, and not built or modified to exceed a speed of five miles per hour on level ground.

- (d) Watercraft not located on the **insured premises**:
 - (1) owned by or rented to an **insured person** if it is powered by an inboard or inboard-outdrive motor, including those that power a water jet pump, of more than 50 horsepower;
 - (2) owned by or rented to an **insured person** if it is a sailing vessel 26 feet or more in length; or

- (3) powered by one or more outboard motors with more than 25 total horsepower owned by an **insured person**.

This exclusion also applies to the statutorily imposed vicarious parental liability for the actions of a child or minor using any of the conveyances excluded in parts (a), (b), (c), and (d).

This exclusion does not apply to **bodily injury to a farm employee**, arising out of and in the course of employment by **you**. Parts (b), (c), and (d) of this exclusion do not apply, and part (a) applies only while such employee is engaged in the operation or maintenance of aircraft.

2. **Bodily injury or property damage** arising out of the rendering of or failure to render professional services.
3. **Bodily injury or property damage** arising out of **business** pursuits of an **insured person**.
4. **Bodily injury or property damage** arising out of the use of any land motor vehicle in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
5. **Bodily injury or property damage** resulting from a substance released or discharged from aircraft operated by or for an **insured person**.
6. **Bodily injury or property damage** arising out of any premises owned, rented, or controlled by an **insured person** which are not **insured premises**. This exclusion does not apply to **bodily injury to a farm employee** arising out of and in the course of employment by an **insured person** at such premises.
7. **Bodily injury or property damage** expected or intended by an **insured person or farm employee**.
8. **Bodily injury or property damage** arising out of war (declared or undeclared), civil war, insurrection, rebellion, or revolution. Discharge of a nuclear weapon is deemed a warlike act even if accidental.
9. **Bodily injury or property damage arising out of the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants:**
 - (a) at or from premises **you** own, rent, or occupy;
 - (b) at or from any site or location used by or for **you** or others for the handling, storage, disposal, processing, or treatment of waste;
 - (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for **you** or any person or organization for whom **you** may be legally responsible; or
 - (d) at or from any site or location on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations:
 - (1) if the **pollutants** are brought on or to the site or location in connection with such operation; or
 - (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the **pollutants**;

except when arising from unintended overspray or drift of smoke or farm chemicals, liquids, or gases applied in normal farm operations causing **bodily injury or property damage** to other than an **insured person** which manifests itself within 60 days from the date of said unintended overspray or drift. An aggregate limit of \$100,000 is the most **we** will pay for this coverage during any one policy period regardless of the number of **insured persons**, unintended oversprays or drifts, claims made, or suits brought.

This exclusion does not apply to **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or **bodily injury or property damage** caused by heat, smoke, or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
10. Any loss, cost, or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
11. **Bodily injury** for which an **insured** is or becomes legally obligated to pay or voluntarily provides payment under any workers' compensation, disability benefits, non-occupational disease or occupational disease law or act.
12. **Bodily injury** resulting from any act which constitutes harassment, physical abuse, mental abuse, corporal punishment, or sexual abuse or molestation of any person under the laws of any jurisdiction in which the act takes place.
13. **Bodily injury** resulting from the transmission of a communicable disease by an **insured person or farm employee**.
14. **Bodily injury or property damage** caused by **fungi**, including, but not limited to, any injury or damage arising, directly or indirectly, in whole or in part, out of or alleged to have arisen out of any act, error, omission, failure to warn, or other duty involving **fungi**, its existence, detection, removal, elimination, or avoidance.
15. **Bodily injury or property damage** arising out of the use, sale, manufacture, delivery, transfer, or possession by an **insured person** of a controlled substance as defined by federal or state law. However, this exclusion does