



# FARM POLICY

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## FARM POLICY

"Your" complete Farm Policy is made up of this booklet and the "Coverage Summary page(s)" provided to you.

This policy consists of five Sections:

**Section I** describes insurance on "your" "dwelling" and personal property.

**Section II** describes insurance on "your" Farm Property.

**Section III: Parts 1 & 2** describe insurance for "your" legal liability to others because of unintentional "bodily injury" or property damage.

**Section IV** describes miscellaneous coverages which "you" may require.

**Section V** contains conditions which apply to all Sections of this policy.

This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Words and phrases shown in "quotations" have special meaning, either as defined in this booklet under Definitions, or as otherwise specifically defined within the applicable section.

Insurance cannot be a source of profit. It is designed to indemnify "you" against actual losses or expenses incurred by "you" or for which "you" are liable, arising from accidental events.

This policy is a legal contract which has been designed for you, based on the occupancy, use, services, utilities, and other circumstances pertinent to "your" property which "you" disclosed to "your" broker or agent at the time "you" completed "your" application. When there is a change to any of these circumstances, be sure to notify "your" broker or agent accordingly.

"Your" policy ends at one minute after midnight on the last day of each period of insurance. The period of insurance is shown on "your" "Coverage Summary page".

**In the event of loss or damage to "your" property, notify "your" broker or "us" immediately.**

## AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to all the terms, conditions, exclusions and limitations set out. The "Coverage Summary Page" summarizes the coverages and amounts of insurance "we" have agreed to provide and the period for which they are provided. Failure to comply with any term or condition may result in the denial of a claim under this policy.

## DEFINITIONS (as used throughout this policy):

**"You", "your" or "the insured"** means the person(s) named as insured on the "Coverage Summary page" and, while living in the same household, his or her spouse, the relatives of either or any person under the age of 21 in their care. This also includes any "student" insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. Spouse is as defined in the *Miscellaneous Statutes (Domestic Relations) Amendment Act, 2001*.

Only the person named on the "Coverage Summary page" may take legal action against us.

**"We", "us" or "the insurer"** means My Mutual Insurance Limited.

**"Coverage Summary page"** means the Section of "your" insurance policy containing basic information such as "your" name and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts and includes any schedule of insured property which may form part of this policy.

## SECTION I – RESIDENCE COVERAGES

### DEFINITIONS (Applicable to Section I)

**"Business"** means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.

**"Data"** means representations of information or concepts, in any form.

**"Data Problem"** means:

1. erasure, destruction, corruption, misappropriation or misinterpretation of "data";
2. error in creating, amending, entering, misappropriation or using "data"; or
3. inability to receive, transmit or use "data"; or
4. damage to electronic "data" processing equipment or other related component system, process or device.

**"Digital Assets"** means electronic files for which a fee has been paid that are downloaded and stored on home electronic equipment, computers or mobile phones. "Digital assets" does not include downloaded files pertaining to "your" "business".

**"Domestic Appliance"** means an appliance or a device or apparatus for personal use on the "premises" for the purpose of containing, heating, chilling or dispensing water and including an aquarium.

**"Dwelling"** means the building or mobile home described on the "Coverage Summary page", occupied by "you" as a private residence.

**"Farm"** means an area of land and buildings for the growing of crops and/or raising of animals.

**"Flood"** includes, but is not limited to waves, tides, tidal waves, the overflow of any body of "water", whether natural or manmade, and breakage or overflow of man-made dikes, flood walls, levees or similar "water" control measures.

**"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic, or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.

**"Ground water"** means "water" below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.

**"Homeowner"** means an owner of a freehold "dwelling" or the owner of a mobile home.

**"Identity Fraud"** means the act or acts of knowingly transferring or using, without lawful consent or authority, "your" means of identity which constitutes a violation of any federal, provincial, territorial or municipal law. "Identity fraud" does not include the fraudulent alteration of account profile information, such as the address to which statements are sent. "Identity fraud" does not include the unauthorized use of valid credit cards, credit accounts or bank accounts. "Identity fraud" does not include the fraudulent use of a "business" name, trade name or brand identity or other method of identifying a "business" activity.

**"Identity Fraud Occurrence"** means any act or series of acts of "identity fraud" by a person or group which results in an insured loss during the policy period.

**"Insured Peril"** means a cause of loss or damage as described and limited and for which "you" are insured under this section of the policy.

**"Leakage"** means the accidental entry, escape or release of water or other fluid through a gap, flaw or other opening.

**"Legal liability"** means responsibility which courts recognize and enforce between persons who sue one another.

**"Personal Transporter"** means a self-balancing, electric-powered transportation device able to turn in place and designed for one person, with a top speed of 20km/h.

**"Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including vapour, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**"Premises"** means:

- in the case of a "dwelling" on a "farm", the "dwelling" and the land contained within the quarter section on which the "dwelling" is located;
- in the case of a "dwelling" not on a "farm", the "dwelling" and the land contained within the lot lines on which the "dwelling" is located.

**"Residence Employee"** means a person employed by "you" to perform household or domestic duties in connection with the maintenance or use of "your" "dwelling". This does not include persons while performing duties in connection with "your" "business". "Business" includes farming operations.

**"Seepage"** means the movement or oozing of water or other fluid through openings, cracks or pores.



**"Special Risk Barn"** means:

1. a poultry barn housing 500 or more birds, or
2. a hog barn housing 300 or more hogs, or
3. a dairy barn housing 25 or more milk cows.

**"Spore(s)"** includes, but is not limited to, any reproductive particle of microscopic fragment produced by, emitted from or arising out of any "fungi".

**"Student"** means any student insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. The student must be dependent on the Named Insured or his or her spouse for support and maintenance in order for coverage on this policy to extend to him/her.

**"Surface waters"** means "water" on the surface of the ground where "water" does not usually accumulate in ordinary watercourses, lakes, or ponds. This includes any waterborne objects.

**"Tenant"** means one who rents property from another for "dwelling" purposes.

**"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

**"Under Construction"** means construction from the foundation, or any alterations or repairs to the "dwelling" which result in the piercing of an exterior wall or the roof for more than twenty-four (24) hours, or which necessitates "your" temporary relocation.

**"Vacant" or "Vacancy"**: means the occupant(s) has/have moved out with no intent to return. A "dwelling" or unit is considered "vacant" when it is not being used by anyone as their usual place of residence, regardless of the presence of furnishings. This does not apply in the case of a seasonal "dwelling". A seasonal "dwelling" is "vacant" if most of the furnishings have been removed. Furthermore, the "dwelling" is also "vacant" when the occupant(s) move(s) out and before any new occupant(s) move(s) in. A newly constructed "dwelling" is "vacant" after its construction and before the occupants move in. However, notwithstanding the foregoing, a newly acquired building which is to be occupied as "your" principle residence will not be considered to be "vacant" for the first 30 days after title registers in "your" name.

**"Volunteer"** means any person who donates time to an organization for a charitable purpose or in direct service to the general public or the community.

**"Watermain"** means a pipe forming part of a public water distribution system, which conveys consumable water but not wastewater.

## COVERAGES

The amounts of insurance are shown on the "Coverage Summary page" for the coverages "you" have purchased. These amounts include

1. **Debris Removal:** the cost of cleaning and removal of debris of the property insured by this section of the policy, as a result of an "Insured Peril". If "you" must remove property from "your" "Premises" to protect it from loss or damage, it is insured for **30 days** or until the term of this policy ends, whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of the loss.
2. **Tear Out** (Applicable to "Dwelling" Building): If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured water damage from a plumbing, heating, air conditioning or sprinkler system or "domestic appliance" can be repaired, "we" will pay the cost of such repairs. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools, hot tubs, spas or similar installations or public watermains, is not insured.

## "DWELLING" BUILDING

We insure the "dwelling" described on the "Coverage Summary page" for which an amount of insurance is shown, including its attached structures and:

1. permanently installed outdoor equipment on the "premises" usual to a private "dwelling". This includes fences within 61 meters (200 ft.) of the "dwelling", but not fences used in connection with "business" or farming activities;
2. outdoor swimming pools and attached equipment on the "premises";

- materials and supplies located on or adjacent to the "premises" intended for use in construction, alteration or repair of the "dwelling" or private structures on the "premises", other than private structures to be used in whole or in part for "business" or farming purposes.

**Building Fixtures and Fittings** - "You" may apply up to 10% of the amount of insurance on "your" "dwelling" building to insure building fixtures and fittings temporarily removed from the "premises" for repair or seasonal storage.

## OUTBUILDINGS

We insure detached structures or outbuildings on the "premises" located within 61 meters (200 ft.) of the "dwelling" and separated from the "dwelling" by a clear space, but not insured under "Dwelling" Building. If they are connected to the "dwelling" by a fence, utility line or similar connection only, they are considered to be detached structures. If the insured "dwelling" is a seasonal "dwelling" this coverage also applies to boathouses, boat lifts, docks and piers not on the "premises" but located elsewhere in the same resort area as the "dwelling". The amount of insurance on outbuildings and detached private structures at a seasonal residence "premises", including boathouses, boat lifts, docks and piers elsewhere in the same resort area, is limited to 10% of the amount of insurance specified for the seasonal dwelling. "We" do not insure any building or structure that is or was designed for farming purposes or is or was used in whole or in part for farming or any other "business" purposes, whether it is in use, unoccupied or "vacant", nor do "we" insure any tarp or fabric type shelters or buildings. "We" do not insure any building or structure that is or was designed for use mainly as a place of residence, whether it is in use, unoccupied or "vacant". "We" do not insure hydronic yard furnaces, the building they are housed in, nor any contents located in the building. This includes but is not limited to wood and or coal fired water boilers.

## PERSONAL PROPERTY

(This coverage also applies to seasonal "dwelling" contents if shown on the "Coverage Summary page")

Note: Insurance on certain kinds of property may be limited or not covered. Please refer to the sections headed "Personal Property with Special Limits of Insurance" and "Property Not Insured".

- Personal Property on "your" "Premises"**: "We" insure the contents of "your" "dwelling" or unit and other personal property "you" own, wear or use, while on "your" "premises" at the location shown on the "Coverage Summary page", usual to the ownership or maintenance of a private "dwelling". "We" will pay up to the amount specified on the "Coverage Summary page". If "you" wish, "you" may apply up to 10% of the amount of insurance on "your" personal property to cover uninsured personal property of others while it is on that portion of "your" "premises" which "you" occupy. "We" do not insure property of tenants, roomers or boarders who are not related to "you".
- Personal Property away from "your" "premises"**:
  - "We" insure the personal property of any unmarried person financially dependent on "you" who is a "student" attending an educational institution away from "your" home. The amount of insurance available is 10% of the limit shown under Personal Property but not more than \$7,500 for each such "student", unless otherwise stated on the "Coverage Summary page".
  - "We" insure the personal property of a parent or family member who is dependent on "you" for support and maintenance, while residing in a nursing home or other health care facility. The amount of insurance available is up to a limit of **\$7,500**.
  - "We" insure personal property while "you" are moving from "your" principal residence "premises" shown on the "Coverage Summary page" to a new "dwelling" anywhere in Canada. If "you" have personal property in more than one location, the amount of insurance will be divided in the proportions that the value of property in each location has to the value of all "your" personal property at the time of the loss. "Your" personal property, while "you" are moving, will be covered only for a period of 30 days commencing on the date "you" first started moving or until the term of this policy ends, whichever occurs first.
  - We insure "your" personal property "you" normally keep throughout the year at "your" "premises" while it is temporarily away from "your" "premises" anywhere in the world.

This includes personal property newly acquired by "you" and in "your" possession when there has not been an opportunity to take such property to "your" "premises". Personal property normally kept at any other location "you" own, rent or occupy is not insured.

- e. If "you" wish, "you" may apply up to \$10,000 of the amount of insurance on "your" personal property to property of others while in "your" possession anywhere in the world.
- f. Personal property in storage away from "your" "premises" is covered for a period of 30 consecutive days only, from the date the property is placed in storage, unless otherwise shown on the "Coverage Summary page". This limitation does not apply to:
  - 1) property stored in an occupied private residence, or;
  - 2) clothing, golfcart, watercraft or outboard motors in seasonal storage.

### PERSONAL PROPERTY WITH SPECIAL LIMITS OF INSURANCE

For the following kinds of property, "we" will not pay more than the amounts stated. "We" insure:

Personal Property Type	Total Coverage Limits Up To
jewellery, watches, gems, fur garments and garments trimmed with fur;	\$10,000
numismatic property (such as coin collections and bank note collections);	\$500
manuscripts, stamps and philatelic property (such as stamp collections);	\$2,500
tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft;	\$500
silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware;	\$10,000
any one bicycle, including its equipment and accessories.	\$1,000

The above mentioned limits do not apply to loss or damage caused by any of the 'Specified Perils' listed in this part.

We also insure:

Personal Property Type	Total Coverage Limits Up To
Securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit	\$5,000
money, bullion or cash cards;	\$500
watercraft, their equipment, furnishings, accessories and motors. These are insured only for 'Specified Perils' and theft or attempted theft. Loss or damage by windstorm or hail is insured only if they were inside a fully enclosed building, except for canoes and rowboats which are insured while in the open on "your" "premises";	\$3,000
books, tools, and instruments pertaining to a "business", profession or occupation, but only while on "your" "premises". Other "business" property, including samples and goods held for sale, is not insured;	\$5,000
computer software including "digital assets". "We" do not insure the cost of gathering information or "data";	\$5,000
trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia;	\$2,500 / \$200 any one item
Medi chairs, golf carts, personal transporters, motorized lawn mowers, other motorized gardening equipment and snow blowers, including attachments and accessories;	\$5,000
Spare Automobile parts and accessories not installed	\$1,000
Cemetery property	\$3,000

\*Cash Cards means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank account or other account.

"We" also insure:

"your" legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$500 in all but only while on "your" "premises". Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per "dwelling", will be deemed an illegal growing operation negating coverage under this Special Limit. These limits apply to loss or damage caused by any and all insured perils.

## SPECIFIED PERILS

'Specified Perils' means the following, all as defined and limited under the Insured Perils of Homeowners Form A:

1. Fire or Lightning;
2. Explosion or Implosion;
3. Smoke;
4. Falling object;
5. Impact by Aircraft or Land Vehicle;
6. Vandalism or malicious Acts, excluding theft or attempted theft;
7. Riot;
8. Water Escape, Rupture, Freezing;
9. Windstorm or Hail;
10. Transportation.

**ADDITIONAL LIVING EXPENSE:** (This coverage does not apply to a seasonal dwelling) - Up to 20% of the amount shown under Personal Property can be used towards Additional Living Expense. This is the total amount of insurance for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of this policy.

1. **Additional Living Expense:** If an "insured peril" makes "your" "dwelling" unfit for occupancy, or "you" have to move out while repairs are being made, "we" insure any necessary increase in living expenses incurred by "you" so that "your" household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild "your" "dwelling" or, if "you" permanently relocate, the reasonable time required for "your" household to settle elsewhere.
2. **Fair Rental Value:** If an "insured peril" makes that part of the "dwelling" or any outbuilding insured under Outbuildings rented to others or held for rental by "you" unfit for occupancy, "we" insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the "dwelling" or outbuilding rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the "dwelling" or outbuilding rented or held for rental is unfit for occupancy. "We" do not insure loss, damage or expense caused by the cancellation of a lease or agreement.
3. **Civil Authority:** If a civil authority prohibits access to "your" "dwelling" or unit, "we" insure any resulting Additional Living Expense and Fair Rental Value, for a period not exceeding two weeks, if such prohibited access is as a result of an "insured peril" causing damage to "your" or neighbouring "premises".
4. **Emergency Evacuation:** "We" will pay any necessary and reasonable increase in living expense incurred by "you" while access to "your" "dwelling" is prohibited by order of civil authority, but only when such order is given for evacuation as a direct result of a sudden and accidental emergency. "We" will pay these costs up to two weeks. "You" are not insured for any claim arising from evacuation resulting from:
  - a. "flood";
  - b. earthquake;
  - c. war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
  - d. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material,

- e. "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

The term "civil authority" means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

We do not insure loss, damage or expense caused by the cancellation of a lease or agreement.

## **ADDITIONAL COVERAGES**

### **CREDIT OR DEBIT CARD**

Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money: "We" will pay up to \$2,000 for "your" legal obligation to pay because of the unauthorized use of credit or debit cards, automated teller cards, library or video cards used for deposit, withdrawal or transfer of funds, issued to "you" or registered in "your" name, which have been lost or stolen. We'll even pay for losses which occur while this policy is in effect and which are not discovered up to one year after its cancellation or termination. "You" must comply with all the conditions under which the card was issued and notify the company, bank or trust company as soon as "you" discover the loss. "We" do not cover loss caused a resident of "your" household or a person who has been entrusted with the card. "We" will also pay up to \$1,000 for any loss "you" sustain caused by forgery or alteration of any cheque or negotiable instrument. "We" have the option to defend "you" at our expense against any suit for the enforcement of payment under this coverage. "We" will pay any loss sustained through "your" acceptance in good faith of counterfeit United States or Canadian paper currency up to \$500 for any one transaction and a total of \$1,000 in any one year.

"We" do not pay for any loss for any of the above arising out of "business" pursuits unless from the unauthorized use of a credit card or automated teller card issued or registered to "you" for which "you" are personally liable. "We" do not pay for any loss arising out of "your" dishonesty. "We" may make any investigation and settle any claim or suit that "we" decide is appropriate. Our obligation to defend any claim or suit ends when the amount "we" pay for the loss equals the limit of liability. No deductible applies to this coverage.

However, "we" will not pay for any loss if "you" allow others to find out "your" personal identification number (P.I.N.), or if "you" do not keep "your" P.I.N. and card completely separate to prevent losing both at the same time. Keeping these in different compartments of the same object, such as "your" wallet, handbag, dresser, or vehicle shall not be considered as being kept separate.

### **FIRE DEPARTMENT CHARGES**

"We" will pay up to \$2,000, or such other amount as may be specified on the "Coverage Summary page", for "your" liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under this section of "your" policy or to protect "your" property or property of others adjacent to "your" "premises". No deductible applies to this coverage.

### **IDENTITY THEFT**

"We" will pay up to the amount specified on the "Coverage Summary page", to include reimbursement of cost "you" actually incur as a result of an "identity fraud occurrence". "Identity fraud" means the act or acts of knowingly transferring or using, without lawful consent or authority, "your" means of identity which constitutes a violation of any federal, provincial, territorial or municipal law. "Identity fraud occurrence" means any act or series acts of "identity fraud" by a person or group which results in an insured loss during the policy period. Reasonable costs include:

1. Reasonable costs associated with registered mail to "businesses", law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information.

3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders.
4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies.
5. Long distance telephone expenses to discuss an actual "identity fraud occurrence" to "businesses", law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
6. Earnings lost resulting from necessary time away from "your" employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$250 per day to a maximum of \$2,000, for each "identity fraud occurrence" or as stated on the "Coverage Summary page".
7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an "identity fraud occurrence".
8. Reasonable legal fees incurred directly as a result of an "identity fraud occurrence", with prior notice to "us" for:
  - a. The removal of any criminal or civil judgements wrongly entered against "you".
  - b. To challenge the information in "your" consumer credit report.
  - c. The defence of lawsuits brought against "you" by "businesses" or their collection agencies.
9. "We" will reimburse "you" for the reasonable cost of obtaining up to two credit reports after an "identity fraud occurrence" has been reported to "us", for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy. "We" do not insure "your" fraudulent, dishonest, or criminal acts; "your" own use of "your" identity; "your" commercial or "business" pursuits; "your" intentional misuse of "your" identity; or any fraudulent, dishonest, criminal or intentional misuse of "your" identity by any resident of "your" household. Nor do "we" insure any losses covered under the **CREDIT OR DEBIT CARD, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy nor any losses covered by credit card insurance, bank insurance or other coverage available to "you". This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to "you" has been exhausted.

No deductible applies to this coverage.

In addition to the requirements outlined on the policy to which this endorsement attaches, "you" are required to contact "your" local law enforcement agency of the "identity fraud occurrence".

#### **INFLATION PROTECTION:**

During the term of this policy, "we" will automatically change the limits of insurance on "Dwelling" Building, Detached Private Structures and Personal Property by the percentage shown on the "Coverage Summary page". The limits will be adjusted by a portion of the Inflation Protection Percentage up to but not exceeding:

25%	3 months after the current effective date
50%	5 months after the current effective date
75%	7 months after the current effective date
100%	9 months after the current effective date

Effective on renewal date, "we" will automatically change the limits of insurance shown on the "Coverage Summary page" in the same way. If, at "your" request, "we" change the limit of insurance on any coverage shown on the "Coverage Summary page", "we" will apply this Inflation Protection on the changed limits of insurance from the date the change is made. This clause does not apply to mobile homes.

#### **AUTOMATIC PRINCIPAL RESIDENCE COVERAGE:**

If "you" purchase a new "dwelling" building in Saskatchewan that will become "your" principal residence to replace "your" principal "dwelling" building insured under Section 1, "we" will insure both "dwelling" buildings for a period of thirty days from the date "you" take possession of the new "dwelling", provided "you" notify "us" within that 30 day period. The amount of insurance shown for "your" principal residence in Section 1 will apply to each "dwelling" building. This coverage ceases if the policy expires or is cancelled during the 30 day period referred to above.

## LOCK REPLACEMENT

"We" will pay up to \$1,000 for the replacement of lock(s) or the cost of changing the key combination in "your" lock set on the "dwelling" or outbuilding(s) if their keys are stolen. No deductible applies to this coverage. "Your" policy must cover the peril of theft for this coverage to apply.

## OUTDOOR TREES, SHRUBS, Plants, Lawns and Landscaping Material

(This coverage does not apply to a seasonal dwelling) – "You" may apply up to 5% in all of the amount of insurance on "your" "dwelling" building to outdoor trees, shrubs, plants, lawns or landscaping material on "your" "premises". "We" will not pay more than \$1,000 for any one tree, shrub, plant, lawn or landscaping material, including debris removal expenses. "We" insure these items only against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, all as described and limited under "Insured Perils" in Farm Package I.

"We" do not insure:

1. trees, shrubs, plants, lawns or landscaping material grown or used for commercial purposes;
2. trees, shrubs, plants, lawns or landscaping material located more than 61 meters (200 ft) from "your" "dwelling".

## PROPERTY PROTECTION COVERAGE:

"We" will pay for property that is damaged or used trying to protect "your" "dwelling" or "dwelling" contents from a loss. For example, "we" will pay to recharge "your" or someone else's fire extinguisher if it was used to fight a fire on "your" "premises". "We" will not pay for property owned by a fire department. The amount "we" pay under this coverage is in addition to the amounts shown on the "Coverage Summary page". No deductible applies to this coverage.

## TEMPERATURE CHANGE (Personal Property)

"We" insure "your" personal property for damage caused by a change of temperature resulting from physical damage to "your" "dwelling" unit or equipment by an "Insured Peril". This only applies to personal property in the "dwelling" or unit.

## INSURED PERILS, LIMITATIONS & EXCLUSIONS

### A. FARM RESIDENCE PACKAGE I

#### INSURED PERILS

If the "Coverage Summary page" specifies Package I (PKG I), "we" insure against direct loss or damage to insured property caused by the following perils as described and limited, subject to all exclusions, limitations, terms and conditions of this policy:

1. Fire or Lightning;
2. Explosion or Implosion: This peril does not include "water" hammer or rupture of any vessel or conduit due to "water" or steam pressure;
3. Smoke: This peril means smoke due to a sudden, unusual and/or faulty operation of any heating or cooking unit in or on the "premises";
4. Falling Object: This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of a snowslide, iceslide, landslide or any other earth movement;
5. Impact by Aircraft or Land Vehicle;
6. Vandalism or Malicious Acts: This peril does not include loss or damage:
  - a. occurring while the "dwelling" is under construction or "vacant" even if permission for construction or "vacancy" has been given by "us";
  - b. caused by "you", members of "your" household or "your" employees;
  - c. caused by any "tenant", tenant's guest, tenant's employee or member of the tenant's household. "Tenant" includes any person who has "your" permission to occupy "your" "dwelling" or unit or any part of it;
  - d. caused by theft or attempted theft.
7. Riot;

8. Water Escape, Rupture, or Freezing: This peril means:
- a. accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, "domestic appliance", waterbed, swimming pool or attached equipment and public watermains;
  - b. sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water;
  - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or "domestic appliance" within a building or unit heated during the usual heating season;
  - d. water which enters through an opening which has been created suddenly and accidentally by an "Insured Peril";

**This peril does not include damage:**

- a. caused directly or indirectly by continuous or repeated "seepage" or "leakage";
  - b. caused directly or indirectly by ground water or rising of the water table;
  - c. caused directly or indirectly by surface waters, unless the water escapes from a watermain or swimming pool;
  - d. caused directly or indirectly by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout connected to "your" sewer or from drains or public sewers outside "your" "dwelling";
  - e. to the system or appliance from which the water escaped caused by rust, corrosion or deterioration;
  - f. to public watermains or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
  - g. occurring while the building or unit is under construction or "vacant" even if "we" have given permission for construction or "vacancy";
  - h. caused directly or indirectly by freezing which occurs during the usual heating season if "you" have been away from "your" "premises" more than **ten** consecutive days. However, if "you" had arranged for a competent person to enter "your" "dwelling" or unit daily to ensure that heating was being maintained or if "you" had shut off the water supply and had drained all the pipes and appliances, or if "you" have "your" "dwelling" electronically monitored 24 hours a day by a company that monitors and responds to water, flood or a low temperature signal, "you" would still be insured. Under this peril a plumbing system does not include sewers, sumps, septic tanks, weeping tile, eavestrough or downspouts. "We" will repair or replace any parts of the building if "you" are a "homeowner", or "your" improvements and betterments if "you" are a tenant or condominium unit owner, that must be removed or torn apart before any insured damage can be repaired, except damage related to an outdoor swimming pool, hot tub, spa or similar installation or equipment attached, or public watermains.
9. Windstorm or Hail: This peril does not include loss or damage to "your" personal property or to the interior of a building caused by windstorm, hail, snow, sleet, sand or dust or coincidental rain damage, unless the storm first creates an opening in the building. "We" cover damage to watercraft and their equipment caused by windstorm or hail only while they are inside a fully enclosed building. This limitation does not apply to rowboats and canoes on the "premises". This peril does not include:
- a. damage due to waves, flood, waterborne objects or the weight or pressure or melting of ice or snow, whether driven by wind or not;
  - b. damage to a building, except a mobile home, while raised off its foundation;
  - c. damage to a building, including a mobile home, while being moved or otherwise in course of transit;
  - d. any dent damage to the outer metal covering of a mobile home, unless the metal is punctured (pierced to make an opening in the metal roofing or siding);
10. Theft, Including Damage Caused by Attempted Theft: This peril does not include loss or damage:
- a. which happens at any other "dwelling" "you" own, rent or occupy, except while "you" are temporarily living there;
  - b. caused by any employee, "tenant", or member of a tenant's household. "Tenant" includes any person who has "your" permission to occupy "your" "dwelling" or any part of it;



- c. to property in or from a "dwelling" under construction until the "dwelling" is completed and ready to be occupied;
  - d. to jewellery, gems, watches, fur garments and garments trimmed with fur, securities, numismatic property, manuscripts, stamps or philatelic property at any seasonal "dwelling", if such property is normally kept there throughout the year, even if an amount of insurance is specified for "contents" at the seasonal dwelling.
11. Transportation: This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier. This peril does not include loss or damage to any watercraft, their furnishings, equipment or motors.
  12. Glass Breakage: "We" insure glass forming part of "your" "dwelling" and glass forming part of private structures insured under Outbuildings, including glass in storm windows and doors, against accidental or malicious breakage. . If "you" are a condominium unit owner "we" only cover if "you" are held responsible for the damage by the condominium corporation's by-laws or it is part of "your" improvements and betterments. This peril does not include loss or damage occurring while a building is under construction or "vacant" even if permission for construction or "vacancy" has been given by "us".
  13. Collapse: "We" insure loss or damage due to the collapse of a foundation wall, floor, or roof of "your" "dwelling" or an outbuilding insured under Outbuildings caused by any of the following:
    - a. a peril insured under this rider,
    - b. the weight of contents, equipment or people,
    - c. the weight of rain, snow, ice or sleet.
 This peril does not include loss or damage to an outdoor swimming pool, hot tub, spa or similar installation or attached equipment.
  14. Earthquake, including snowslide, iceslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.
  15. Power Fluctuation Coverage: "We" insure against the sudden and accidental loss or damage caused by artificially generated electrical current.

#### EXCLUSIONS –

Listed below are certain kinds of property and losses "we" do not insure.

#### PROPERTY NOT INSURED - "We" do not insure:

1. outdoor trees, shrubs, plants and lawns, except as provided for under "Additional Coverages";
2. buildings, units or structures and their contents used in whole or in part or designed for "business" or farming purposes unless such use is declared on the "Coverage Summary page";
3. hydronic yard furnaces, the building they are housed in, nor any contents located in the building (this includes but is not limited to wood and or coal fired water boilers) unless such units and buildings are declared on the "Coverage Summary page".
4. books of account and evidences of debt or title;
5. loss or damage to motorized vehicles, camper units, truck caps, trailers and aircraft or their equipment (except for motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability, "personal transporters", watercraft, motorized lawn mowers, other motorized gardening equipment and snow blowers, golf carts, electric bicycles with pedals, not more than 500 watts and not exceeding 32 km per hour, electric or battery powered children's toys with a maximum speed of 8 km per hour) subject to Special Limits of Insurance. Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.
6. "business" property, including samples and goods held for sale, except as provided under "Special Limits of Insurance";
7. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. property illegally imported, acquired, kept, stored or transported;
9. property away from "your" "premises" for the purpose of exhibition;

10. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
11. wind turbine systems including all related equipment and structures manufactured for a rated power unless declared on the "Coverage Summary page".

**LOSSES NOT INSURED - "We" do not insure:**

1. losses, expenses or increased costs of repair or replacement directly or indirectly resulting from or contributed to by the operation of any law or ordinance regulating the zoning, demolition, repair, construction or reconstruction of buildings and their related services;
2. loss or damage to personal property while undergoing a process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
3. loss or damage occurring after "your" "dwelling" has, to "your" knowledge, been "vacant" for more than 30 consecutive days;
4. loss or damage resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
5. loss or damage caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
6. loss or damage caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. the cost of gathering or assembling information or "data" for a computer software system;
8. the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;
9. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
10. loss or damage when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;
11. loss or damage resulting from, contributed to or caused directly or indirectly by "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss or damage to insured property that is directly caused by specified perils, this exclusion shall not apply to such resulting loss or damage;
12. loss or damage to or caused directly or indirectly by a domesticated animal, bird or fish "you" own or which is in "your" care;
13. loss or damage caused directly or indirectly by birds, vermin, skunks, rodents, raccoons, moles, mice, moths and insects, except damage to building glass;
14. accumulative damage, however caused;
15. any loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**B. FARM RESIDENCE PACKAGE II**

If the "Coverage Summary page" specifies **Package II (PKG II)**, "we" will insure "your" property as follows:

If there is loss or damage to property insured under "Dwelling" Building, and/or Outbuildings, "you" are insured for such loss or damage under the terms and conditions of Farm Residence Package I.

If there is loss or damage to property insured under Contents (Personal Property), "you" are insured for such loss or damage under the terms and conditions of Farm Residence Package III.

### C. FARM RESIDENCE PACKAGE IIB

If the "Coverage Summary page" specifies **Package IIB (PKG IIB)**, "we" will insure "your" property as follows:

1. If there is loss or damage to property insured under "Dwelling" Building, and/or Outbuildings, "you" are insured for such loss or damage under the terms and conditions of Farm Residence Package III.
2. If there is loss or damage to property insured under Contents (Personal Property), "you" are insured for such loss or damage under the terms and conditions of Farm Residence Package I.

### D. FARM RESIDENCE PACKAGE III

#### INSURED PERILS

If the "Coverage Summary page" specifies **Package III (PKG III)**, "we" insure against direct physical loss or damage to insured property subject to all the exclusions, limitations, terms and conditions of this policy.

#### ADDITIONAL COVERAGES

**Food Spoilage:** Under Personal Property, "we" will pay for loss or damage to food contained in a home freezer at "your" Principal Residence "premises", resulting from a power failure, other interruption of power or mechanical breakdown of the home freezer. "We" do not insure loss or damage:

1. due to the deliberate manual disconnection of the power supply to the freezer in which the food is kept; or
2. due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property.

Settlement of loss will not include any expenses incurred in the acquisition of the food.

#### EXCLUSIONS

Listed below are certain kinds of property and losses "we" do not insure.

#### PROPERTY NOT INSURED - "We" do not insure:

1. outdoor trees, shrubs, plants and lawns, except as provided for under "Additional Coverages";
2. buildings, units or structures used in whole or in part or designed for "business" or farming purposes unless such use is declared on the "Coverage Summary page";
3. hydronic yard furnaces, the building they are housed in, nor any contents located in the building (this includes but is not limited to wood and or coal fired water boilers) unless such units and buildings are declared on the "Coverage Summary page";
4. books of account and evidences of debt or title;
5. loss or damage to motorized vehicles camper units, truck caps, trailers and aircraft or their equipment (except for motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability, "personal transporters", watercraft, motorized lawn mowers, other motorized gardening equipment and snow blowers, golf carts, electric bicycles with pedals, not more than 500 watts and not exceeding 32 km per hour, electric or battery powered children's toys with a maximum speed of 8 km per hour subject to Special Limits of Insurance). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
6. "business" property, including samples and goods held for sale, except as provided under Special Limits of Insurance;
7. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. property illegally imported, acquired, kept, stored or transported;
9. property away from "your" "premises" for the purpose of exhibition;
10. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
11. wind turbine systems including all related equipment and structures manufactured for a rated power unless declared on the "Coverage Summary page".

## LOSSES NOT INSURED - "We" do not insure:

1. losses, expenses or increased costs of repair or replacement directly or indirectly resulting from or contributed to by the operation of any law or ordinance regulating the zoning, demolition, repair, construction or reconstruction of buildings and their related services;
2. marring or scratching of any property or breakage of eye glasses, glassware or any fragile or brittle articles, unless caused by a specified peril, impact by watercraft or aircraft, or theft or attempted theft;
3. loss or damage caused directly or indirectly by wear and tear, deterioration, latent defect or mechanical breakdown, inherent vice, rust or corrosion, extremes of temperature, dampness of atmosphere, condensation, wet or dry rot, mould, "fungi", "spores" or contamination;
4. the cost of making good faulty design, material or workmanship;
5. cracking or falling of ceiling or wall plaster, unless caused by a peril not otherwise excluded by this policy;
6. accumulative damage however caused;
7. the cost of gathering or assembling information or "data" for a computer software system;
8. the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;
9. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
10. any dent damage to the outer metal covering of any mobile home, unless the metal is punctured (pierced) to make an opening in the metal covering or roofing).

Also, "we" do not insure loss or damage:

11. occurring after "your" "dwelling" has, to "your" knowledge, been "vacant" for more than 30 consecutive days;
12. caused directly or indirectly by settling, expansion, contraction, moving, shifting, bulging, buckling or cracking, except resulting fire or explosion or damage to building glass. This exclusion does not apply to loss or damage insured under "insured peril" 8(b) of Farm Residential Package I;
13. caused directly or indirectly by birds, vermin, skunks, rodents, raccoons, moles, mice, moths and insects, or by household pets, except damage to building glass;
14. loss or damage to or caused directly or indirectly by a domesticated animal, bird or fish "you" own or which is in "your" care;
15. resulting from any intentional or criminal act or failure to act by any person insured by this policy; or any other person at the direction of any person insured by this policy;
16. caused directly or indirectly by smoke from agricultural smudging or industrial operations;
17. caused directly or indirectly by snowslide, iceslide, landslide, or other earth movement. If any of these results in fire or explosion "we" will pay only the resulting damage;
18. to an outdoor swimming pool, hot tub, spa or similar installation, including attached equipment, or a public watermain or outdoor plumbing systems and equipment, caused by water escape, rupture, freezing, movement of ice or collapse;
19. to retaining walls on "your" "premises" not constituting part of a building, unless the loss is caused by a specified peril;
20. caused directly or indirectly by continuous or repeated "seepage" or "leakage" of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "domestic appliance";
21. caused directly or indirectly by flood, surface water, spray, waves, tides, tidal waves, ice or waterborne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
22. caused directly or indirectly by water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through any sidewalk(s), driveway(s), foundation(s), wall(s), basement or other floor(s) or through any door(s), window(s) or any other opening(s), unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
23. to the interior of a building or its contents caused by water from rain, hail, sleet, snow, sand or dust, all whether driven by wind or not, unless the loss or damage is co-incident with a windstorm which first creates an opening in the building;

24. caused directly or indirectly by freezing of a plumbing, heating, sprinkler or air conditioning system or "domestic appliance" unless it happens within a building heated during the usual heating season and "you" have not been away from the insured "premises" for more than **ten** consecutive days. However, if "you" had arranged for a competent person to enter "your" "dwelling" daily to ensure that heating was being maintained or if "you" had shut off the water supply and had drained all the pipes and appliances, or if "you" have "your" "dwelling" electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal, "you" would still be insured. If the loss or damage occurs while "your" building is under construction or "vacant", "you" would not be insured, even if permission for construction or "vacancy" has been given by "us";
25. caused directly or indirectly by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, "domestic appliance", swimming pools, including hot tubs, spas and similar installations or equipment attached and public watermains, occurring while "your" "dwelling" is under construction or "vacant", even if permission for construction or "vacancy" has been given by "us";
26. caused directly or indirectly by sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or the lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water occurring while the insured "dwelling" is under construction or "vacant", even if permission for construction or "vacancy" has been given by "us";
27. caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout connected to "your" sewer or from drains or public sewers outside "your" dwelling;
28. caused directly or indirectly by vandalism or malicious acts by any of "your" employees or by any "tenant", tenant's guest, a tenant's employee or member of a tenant's household. "Tenant" includes any person who has "your" permission to occupy "your" "dwelling" or unit or any part of it;
29. caused directly or indirectly by theft or attempted theft:
  - a. which happens at any other "dwelling" "you" own, rent or occupy, except while "you" are temporarily living there;
  - b. by any employee, "tenant" or member of a tenant's household. "Tenant" includes any person who has "your" permission to occupy "your" "dwelling" or any part of it;
  - c. of property at a "dwelling" under construction until the "dwelling" is completed and ready to be occupied;
  - d. of jewellery, gems, watches, fur garments and garments trimmed with fur, securities, numismatic property, manuscripts, stamps or philatelic property at any seasonal "dwelling" if such property is normally kept there throughout the year, even if an amount of insurance is specified for "contents" at the seasonal dwelling;
30. caused directly or indirectly by vandalism or malicious acts or glass breakage, occurring while "your" "dwelling" is under construction or "vacant" even if permission for construction or "vacancy" has been given by "us";
31. to a building (except a mobile home) caused by windstorm or collapse while it is raised off its foundation;
32. to a building, including a mobile home, while it is being moved or is otherwise in course of transit. This exclusion does not apply to a mobile home while being moved in an emergency to protect it when endangered by a peril insured by this rider;
33. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property by an "insured peril" is insured;
34. to sporting or hobby equipment where the loss or damage is due to its use;
35. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
36. caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
37. resulting from, contributed to or caused directly or indirectly by "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss of or damage to insured property that is directly caused by specified perils, this exclusion shall not apply to such resulting loss or damage.

38. consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores", or for the cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".
39. any loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage

### **BASIS OF CLAIM PAYMENT**

"Dwelling" Building, Outbuildings and Personal Property - applicable to all Farm Residence Packages, Riders and Endorsements.

This part sets out certain rules, which apply in settling a claim for loss or damage to insured property. "We" will pay for insured loss or damage up to "your" financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence. Any payment "we" make for loss or damage will not reduce the amounts of insurance provided by this policy. If "you" qualify for a tax credit, the loss payment will be reduced by that amount.

**Actual Cash Value** will take into account such things as the cost of replacement less any depreciation, and in determining depreciation "we" will consider the condition and resale value immediately before the loss or damage and the normal life expectancy.

#### **Building Replacement Cost - Optional Loss Settlement:**

(This clause does not apply to Mobile Homes. If there is loss or damage to a building insured under "Dwelling" Building or Outbuilding, "you" may choose as the basis of loss settlement either (A) or (B) provided:

1. "you" repair or replace the damaged or destroyed building within a reasonable time after the loss, and
2. "you" use materials of similar quality for repair or replacement, and
3. if replacement is necessary, "you" replace the building on the same site with a building to be used for the same occupancy, and
4. the "Coverage Summary page" does not indicate that the building is insured for "actual cash value", and
5. there is nothing elsewhere in this policy limiting the basis of claim payment to "actual cash value".

If all these provisions are not met, settlement will be as in (B).

(A) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case, if the loss is over \$1,000, "we" will pay in the proportion that the applicable amount of insurance bears to 80% of the replacement cost of the damaged building at the date of the damage, but not exceeding the actual cost incurred. Replacement cost means the cost, at the time of the loss, of repairs or replacement (whichever is less) with new property of similar kind and quality, without deduction for depreciation.

(B) The actual cash value of the loss or damage at the date of the occurrence. Actual cash value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation "we" will consider the condition and resale value immediately before the loss or damage and the normal life expectancy.

**Deductible:** "We" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Coverage Summary page" in any one occurrence. If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

**"Dwelling" Roofs:** Loss or damage caused by windstorm or hail to "dwelling" roofs over 20 years old will be settled on an actual cash value basis.

#### **Guaranteed Replacement Cost:**

If the "Coverage Summary page" indicates that Guaranteed Replacement Cost (GRC) is included, "we" agree to pay any insured loss under "Dwelling" Building on the basis of the following:

1. Subject to paragraph 2 below, "we" agree to pay:
  - a. the actual cost reasonably incurred to repair or replace the building on the same site with materials of like kind and quality, without deduction for depreciation, even if this exceeds the amount of insurance specified for "Dwelling" Building on the "Coverage Summary page".
  - b. without increasing the amount of insurance, and only as a result of an "insured peril", the cost, as required, of demolishing, repairing, replacing, constructing or reconstructing the "dwelling" on the same site arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged "dwellings" and is in force at the time of such loss or damage.

"We" will not pay for losses caused by the enforcement of any by-law, regulation, ordinance or law which prohibits "you" from rebuilding or repairing on the same site.
1. The foregoing agreement shall not be applicable and shall not be in effect unless "you" fully comply with the following conditions:
  - a. the amount of insurance applicable to "Dwelling" Building must not be less than the full estimated replacement cost of the building;
  - b. "you" must notify "us" of any additions, alterations or improvements "you" make to the building which increases its replacement cost by \$10,000 or more, within **ninety** days of the commencement of the additions, alterations or improvements. "You" agree to increase the amount of insurance applicable to "Dwelling" Building by an amount equal to the increase in the replacement cost of the building and to pay the additional premium for the increase;
  - c. "you" must repair or replace the damaged or destroyed building within a reasonable time after the loss;
  - d. "you" must have properly described "your" "dwelling" building to "us" when applying for this insurance;
  - e. "you" agree to accept each annual adjustment in the coverage limits of liability as recommended by "us" and pay the additional premium.

**Insurance Under More Than One Policy:** If "you" have other insurance on specifically described property, "our" policy will be considered excess insurance and "we" will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, "our" policy will pay its rateable proportion of the loss or claim.

**Mobile Homes:** Loss or damage to Mobile Homes and additions will be settled on the basis of actual cash value in all cases.

**Obsolescence:** "We" will not pay for increased costs that result when "you" cannot repair or replace "your" property because material or parts are unavailable, obsolete or outmoded. "We" will pay the cost that would have been required if material or parts were available. "We" will pay on the basis of the last known cost of material or parts. In the event that new property of like kind and quality is not obtainable because material or parts are unavailable or obsolete, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality.

**Personal Property:** "We" agree to pay any insured loss or damage to property described under Personal Property, on the basis of replacement cost provided that:

1. The property at the time of loss was useable for its original purpose, and
2. "You" have repaired or replaced the property promptly; otherwise the basis of loss settlement will be the actual cash value, and the value of the loss or damage at the date of the occurrence, up to the applicable amount of insurance, but not exceeding what it would cost to repair or replace the property with material of similar quality.

Replacement Cost settlement does not apply to:

1. Property no longer in use for its intended purpose;
2. Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with a similar article;
3. Fur garments, garments trimmed with fur or wedding gowns that are 5 years of age from the date they were originally purchased new.

otherwise the basis of loss settlement will be the actual cash value of the loss or damage at the date of the occurrence, up to the applicable amount of insurance, but not exceeding what it would cost to repair or replace the property with material of similar quality.

"You" may elect not to replace some of the destroyed or stolen property. Settlement for the property not replaced will be on an actual cash value basis. If, at a later date, "you" decide to replace any destroyed or stolen property, "you" are permitted to make an additional claim under this insurance but only if "you" present the claim within 180 days after the date of loss.

**Replacement Cost** means the cost, at the time of the loss or damage, of repair or replacement (whichever is less) with new property of similar kind and quality, without deduction for depreciation.

**Swimming Pool Liners:** Loss or damage to swimming pool liners will be settled on the basis of actual cash value in all cases.

## SECTION II - FARM PROPERTY COVERAGES

The insurance provided in this section of the policy applies only to those Coverages, Riders, Endorsements and/or Forms for which an amount of insurance and premium are shown on the "Coverage Summary page".

### DEFINITIONS (applicable to Section II)

**"Buildings"** means only those described for which a limit of insurance is specified on the "Coverage Summary Page" including additions in contact therewith, all permanent fittings and fixtures, glass, permanent appliances for lighting, heating or ventilating the "building", and interior penning attached to the "building" or structure but excluding computer equipment and electronic "data" equipment, milk coolers, milking equipment, stable cleaners, electronic scales or silo unloaders unless specifically insured. Silos, whether or not attached to any "building" or structure, are not covered unless insured specifically.

**"Custom Farming"** means the ownership, maintenance, or operation of "farm" machinery or implements for others for a charge or remuneration or performance of any "farm" related work for others for a charge or remuneration if "your" annual gross receipts for these activities equal or exceed \$10,000. Occasional "farm" work "you" do for others in return for their work for "you" or crop-share or similar agreements are not considered to be "Custom Farming."

**"Data"** means representations of information or concepts, in any form.

**"Data Problem"** means:

1. erasure, destruction, corruption, misappropriation or misinterpretation of "data";
2. error in creating, amending, entering, deleting or using "data"; or
3. inability to receive, transmit or use "data"; or
4. damage to electronic "data" processing equipment or other related component system, process or device.

**"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic, or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.

**"Insured Peril"** means a cause of loss or damage as described and limited and for which "you" are insured under this section of the policy.

**"Livestock"** includes such classes of "livestock" as horses, cattle, sheep, goats, swine and poultry with each class insured separately.

**"Pollutants"** means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**"Premises"** means the location(s) shown on the "Coverage Summary page" where "you" conduct farming operations and other land "you" use for farming purposes in the province of Saskatchewan or in the provinces of Alberta or Manitoba and located within 25 miles of the Saskatchewan border.

**"Special Risk Barn"** means:

1. a poultry barn housing 500 or more birds, or
2. a hog barn housing 300 or more hogs or
3. a dairy barn housing 25 or more milk cows.

**"Spore(s)"** includes, but is not limited to, any reproductive particle of microscopic fragment produced by, emitted from or arising out of any "fungi".



## **BASIS OF CLAIM PAYMENT - Section II:**

**Unless otherwise stated in this policy, "we" will pay for insured loss or damage arising out of any one occurrence up to whichever is the least of:**

1. "your" financial interest in the property;
2. the actual cash value of the loss or damage at the date of the occurrence;
3. the amount it would cost to repair or replace the property with materials of similar quality;
4. the applicable amount(s) of insurance shown in this policy.

This applies even if more than one person or organization has an insurable interest in the property insured.

If "you" qualify for a tax credit, the loss payment will be reduced by that amount. Any loss or damage shall not reduce the amount of insurance provided by the policy.

**Actual Cash Value:** The actual cash value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation; "we" will consider market value, the condition and resale value immediately before the damage and the normal life expectancy.

**Deductible:** "We" are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible shown on the "Coverage Summary page" in any one occurrence. If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

**Obsolescence:** "We" will not pay for increased costs that result when "you" cannot repair or replace "your" property because material or parts are unavailable, obsolete, or outmoded. "We" will pay only the cost that would have been required if material or parts were available. "We" will pay on the basis of the last known cost of material or parts.

**Insurance Under More Than One Policy:** If "you" have insurance on specifically described property, "our" policy will be considered excess insurance and "we" will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, "our" policy will pay its rateable proportion of the loss or claim.

**Deferred Loss Settlement Clause X577:** This applies only to property for which "Deferred Loss Settlement Clause - X577" is shown on the "Coverage Summary page". If there is loss or damage to the property by an "insured peril", the basis of claim payment will be as follows:

1. "We" will not pay more than 50% of the amount "we" would otherwise pay if this clause had not been in effect;
2. If "you" repair or replace the damaged or destroyed property within nine months of the date of the loss and, if replacement is necessary, "you" replace the property on the same site or within 300 feet (90 meters) with property designed for the same purpose for which the destroyed property was originally intended, "we" will, upon receipt of satisfactory evidence of the amount "you" have paid for repair or replacement, pay the remaining amount of the loss in accordance with the terms and conditions of this policy;
3. If "you" do not repair or replace the property within the requirements of paragraph 2 above, the reduced payment "you" receive under the provisions of paragraph 1 shall constitute full and final settlement of the loss. "We" will then refund one-half the annual premium "you" paid "us" for the insurance on the property, if "you" request "us" to do so;
4. If "you" have other insurance on the property, "we" will pay our rateable proportion of the loss, subject to the terms and conditions of this clause.

We do not pay for any loss, expense or increased cost of repair or replacement due to the operation of any law or ordinance regulating zoning, demolition, repair or construction of buildings and their related services.

**Replacement Cost X560:** Where the "Coverage Summary page" set out the basis of settlement as Replacement Cost - X560 it is understood and agreed that settlement shall be based on the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site or on an adjacent site, with standard building materials of like kind and quality and currently available in North America and for like occupancy without deduction for depreciation. The foregoing shall be subject otherwise to all the terms, conditions and limitations of the policy including endorsements thereon and to the following:

1. the repair, replacement, construction or reconstruction, as the case may be, must be effected by the Insured with due diligence and dispatch;
2. until repair, replacement, construction or reconstruction has been effected by the Insured, liability shall be that which would have existed had this coverage not been in effect. Liability

- shall in no event exceed the amount actually and necessarily expended to repair, replace, construct or reconstruct;
3. any other insurance effected by or on behalf of the Insured in respect of the perils insured against by the policy on the property to which this coverage is applicable shall be upon the replacement cost basis as set out herein;
  4. failing compliance by the Insured with any of the foregoing provisions, this coverage shall be null and void;
  5. any reference to actual cash value in a co-insurance clause in this policy is deemed to be a reference to replacement cost of the property insured;
  6. in the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this endorsement;
  7. This provision does not apply to:
    - a. stock;
    - b. patterns, dies, moulds;
    - c. paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac or other articles of art, rarity or antiquity;
    - d. manuscripts and records meaning books of account, drawings, card index systems and other records, media, "data" storage devices, and program devices for electronic electro-mechanical "data" processing or for electronically controlled equipment;
    - e. any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

If there is more than one building insured for replacement cost, this cover shall apply separately to each building to which it is applicable.

**Basis of Loss Settlement:** The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case "we" will pay in the proportion that the applicable amount of insurance bears to 80%, unless otherwise indicated, of the replacement cost of the damaged building at the date of the damage, but not exceeding the actual cost incurred, or the applicable amount of insurance, whichever is less. Loss or damage caused by windstorm or hail to roofs over 20 years old will be settled on an actual cash value basis.

**Inflation Protection:** During the term of this policy, "we" will automatically change the limits of insurance on the noted building or contents by the percentage shown on the "Coverage Summary page". The limits will be adjusted by a portion of the Inflation Protection Percentage up to but not exceeding:

25%	3 months after the current effective date
50%	5 months after the current effective date
75%	7 months after the current effective date
100%	9 months after the current effective date

Effective on renewal date, "we" will automatically change the limits of insurance shown on the "Coverage Summary page" in the same way. If, at "your" request, "we" change the limit of insurance on any coverage shown on the "Coverage Summary page", "we" will apply this Inflation Protection on the changed limits of insurance from the date the change is made.

## EXTENSIONS OF COVERAGE

**Debris Removal:** The limit of insurance includes the expense incurred in the removal of debris of insured property which has been damaged or destroyed by an "insured peril". If the property is subject to a Co-Insurance Clause, the debris removal expense will not be considered in determining value for the purpose of applying the Co-Insurance Clause.

This coverage does not insure against direct or indirect loss, damage, cost or expense, arising out of the clean-up, removal, containment, treatment, detoxification, decontamination, stabilization, neutralization, or remediation resulting from any actual, alleged, potential, or threatened spill, discharge, emission, dispersal, "seepage", "leakage", migration, release, or escape of "pollutants".

Further, this coverage does not insure against direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, "seepage", "leakage", migration, release, or escape of "pollutants".

**Fire Fighting Expense:** "We" will pay up to \$2,000 or such other amount as may be specified on the "Coverage Summary page", for "your" liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under this section of "your" policy or to protect "your" property or property of others adjacent to "your" "premises". No deductible applies to this cover. "You" may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

**Removal of Property:** If "you" must remove insured property from "your" "premises" to protect it from loss or damage, it is insured by this policy for 7 days or until "your" policy term ends, whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of the loss.

**GENERAL EXCLUSIONS**

These exclusions apply to all Section II coverages and endorsements. "We" do not insure:

1. loss or damage resulting directly or indirectly from:
  - a. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
  - b. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. loss or damage resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
3. loss or damage which does not originate from an external cause;
4. loss or damage caused by or resulting from any fraudulent, dishonest or criminal act committed by "your" partners, officers, directors, trustees, employees or agents or any person to whom the property is entrusted. This exclusion does not apply to property in the custody of a bailee hired by "you";
5. loss due to delay or loss of market unless otherwise specifically insured;
6. loss due to the parting with title or possession of any property by "you" or others if induced to do so by any fraudulent scheme or false pretense;
7. any property illegally imported, acquired, kept, stored or transported;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. loss or damage directly or indirectly caused by or resulting from neglect, meaning neglect by "you" to use all reasonable means to save and preserve the property at and after the time of loss, or when property is endangered by an "insured peril";
10. loss or damage resulting from, contributed to or caused directly or indirectly by "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss of or damage to insured property that is directly caused by specified perils, this exclusion shall not apply to such resulting loss or damage.
11. loss or damage resulting from, contributed to or caused directly or indirectly by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**BEEKEEPERS (HONEY) BROAD FORM COVERAGE**

**PROPERTY INSURED** If the "Coverage Summary page" shows that Rider X531 applies, "we" insure the property described for this rider on the "Coverage Summary page" and used in connection with "your" beekeeping operations, but only while the property is within the province of Saskatchewan.

**DEFINITIONS**

**"Beekeeping Equipment"** shall include portable or mobile "beekeeping equipment" and supplies used in conjunction with the beekeeping operation. This does not include machinery and/or implements.

**"Hives"** shall include honey bees, in all stages of development and one or two brood chambers.  
**"Honey"** shall include processed and unprocessed honey while contained in any building or while in barrels.

**"Supers"** shall mean additional hives and/or boxes not specifically used as brood chambers.

**INSURED PERILS** - "We" insure against direct loss or damage caused by the following perils, as described and limited:

1. Fire, Lightning or Explosion;
2. Smoke - The term "Smoke" shall mean sudden, unusual and accidental damage caused by smoke from a heating or cooking unit;
3. Riot, Vandalism or Malicious Damage. This peril does not include loss or damage:
  - a. to glass constituting part of a building;
  - b. caused by any tenant, tenant's guests, tenant's employees or members of their households;
  - c. caused by "you", members of "your" household or "your" employees;
4. Theft or attempted theft. This peril does not include loss or damage:
  - a. caused by you, members of "your" household or "your" employees;
  - b. caused by any tenant, tenant's guests, tenant's employees or members of their households;
  - c. caused by mysterious disappearance or unexplained shortages;
  - d. caused by dishonesty of any person to whom the insured property has been entrusted;
5. Windstorm or Hail - There is no coverage under this peril for loss or damage:
  - a. to property in a building unless damage is concurrent with and results from an opening caused by windstorm or hail;
  - b. to an outside "hive" or property within an outside "hive" unless the "hive" was properly anchored;
  - c. caused by high water, flood, overflow, water borne objects, waves or surface ice whether or not driven by the wind;
  - d. to adult bees or larva in the open;
  - e. to buildings or structures in course of construction or dismantling, unless permission is granted to complete construction or to dismantle building(s) or structure(s);
  - f. to buildings or structures in transit or while raised off foundations;
  - g. to roofs of buildings or structures roofed with straw, hay or tar paper;
6. Ravaging by bears;
7. Earthquake,
8. Collision, upset or overturning of a vehicle on which the insured property is being transported within the province of Saskatchewan, including collapse of bridges or culverts;
9. Impact by land vehicle or aircraft;

#### **OPTIONAL EXTENSION OF COVERAGE**

1. **Extension D-1 - Property in Transit** - If the "Coverage Summary page" shows a premium for Extension D-1, the insurance provided by this rider is extended to apply while the insured property, except machinery or permanent buildings, is in transit anywhere in Canada or the Continental United States of America.
2. **Extension D-2 - Bees in the open**. If the "Coverage Summary page" shows a premium for Extension D-2, the exclusion for "bees in the open" under the peril of Windstorm or Hail is deleted.
3. **Extension D-3 - Power Interruption**. - If the "Coverage Summary page" shows a premium for Extension D-3, "we" will pay for direct loss or damage caused by:
  - a. power interruption or as a result of a mechanical breakdown of fans, blowers, coolers or other brooding building equipment;
  - b. fumes.

A deductible of \$500 or the deductible amount shown on the "Coverage Summary page", whichever is greater applies to each occurrence insured under Extension D-3.

The insurance provided by Extension D-3 does not apply unless there is in place an "approved" automatic operable back-up system which will provide uninterrupted power to the heating and ventilating system of the building containing the insured bees or a system approved by "us".

**CO-INSURANCE CLAUSE** - "We" will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the actual cash value of the insured property at the time of the loss. "We" agree to waive this clause if the amount of loss in any one occurrence is less than \$1,000 or 5% of the amount of insurance whichever is less. If more than one item is insured, this clause will apply separately to each item for which an amount of insurance is shown.

**EXCLUSIONS:**

**Property Not Insured** - "We" do not insure any building, which has not been used for beekeeping purposes for more than 60 consecutive days, unless "you" notify "us" of this in writing.

**Loss or Damage Not Insured** - "We" do not insure loss or damage:

1. caused by death resulting from or contributed to by disease, illness, predators, parasites or poison, whether as a consequence of an "insured peril" or not; or
2. caused directly or indirectly by electrical currents, other than lightning, but if fire or explosion results, "we" will pay for the resulting fire or explosion damage;
3. caused directly or indirectly by interruption of power, even if the interruption is the result of an "insured peril".

**SPECIAL DEDUCTIBLE** - Property in the open field.

In the case of loss or damage by bear(s) to insured property while located in the open field, "we" are responsible only for the amount by which the loss or damage exceeds the greater of \$2,500 or the deductible amount shown on the "Coverage Summary page" in any one occurrence.

**BEEKEEPERS (LEAFCUTTER) BROAD FORM COVERAGE**

**PROPERTY INSURED** - If the "Coverage Summary page" shows that Rider X533 applies, "we" insure the property described for this rider on the "Coverage Summary page" and used in connection with "your" beekeeping operations, but only while the property is within the province of Saskatchewan.

**DEFINITIONS**

**"Adult Bees or Cocoons"** shall mean leafcutter bees and cocoons, including all stages of development

**"Beekeeping Equipment"** shall include portable or mobile "beekeeping equipment" and supplies used in conjunction with the beekeeping operation. This does not include machinery and/or implements.

**"Nesting Boards and Shelters"** shall mean "nesting boards and shelters" used in conjunction with a leafcutter operation.

**INSURED PERILS** - "We" insure against direct loss or damage caused by the following perils as described and limited:

1. Fire, Lightning or Explosion;
2. Smoke - The term "smoke" shall mean sudden, unusual and accidental damage caused by smoke from a heating or cooking unit;
3. Riot, Vandalism or Malicious Damage. This peril does not include loss or damage:
  - a. to glass constituting part of a building;
  - b. caused by any tenant, tenant's guests, tenant's employees or members of their households;
  - c. caused by you, members of "your" household or "your" employees; Theft or attempted theft. This peril does not include loss or damage:
    - a. caused by you, members of "your" household or "your" employees;
    - b. caused by any tenant, tenant's guests, tenant's employees or members of their households;
    - c. caused by mysterious disappearance or unexplained shortage;
    - d. caused by dishonesty of any person to whom the property has been entrusted;
5. Windstorm or Hail - There is no coverage under this peril for loss or damage:
  - a. to property in a building unless damage is concurrent with and results from an opening caused by windstorm or hail;
  - b. to an outside shelter or property within an outside shelter unless the shelter was properly anchored;
  - c. caused by high water, "flood", overflow, water borne objects, waves or surface ice whether or not driven by the wind;
  - d. to "adult bees and/or cocoons" in the open;

- e. to buildings or structures in course of construction or dismantling, unless permission is granted to complete construction or to dismantle building(s) or structure(s);
  - f. to buildings or structures in transit or while raised off foundations;
  - g. to roofs of buildings or structures roofed with straw, hay or tar paper;
  - h. to property in an outside shelter unless the shelter is also damaged by the windstorm or hail;
6. Ravaging by bears;
  7. Earthquake;
  8. Collision, upset or overturning of a vehicle on which the insured property is being transported within the province of Saskatchewan, including collapse of bridges or culverts;
  9. Impact by land vehicle or aircraft.

**OPTIONAL EXTENSIONS OF COVERAGE**

1. **Extension D-1 - Property in Transit** - If the "Coverage Summary page" shows a premium for Extension D-1, the insurance provided by this rider is extended to apply while the insured property, except machinery or permanent buildings, is in transit anywhere in Canada or the Continental United States of America.
2. **Extension D-2 - Bees and/or Cocoons in the open** - If the "Coverage Summary page" shows a premium for Extension D-2, the exclusion for "bees and cocoons in the open" under the peril of Windstorm or Hail is deleted.
3. **Extension D-3 - Power Interruption** - If the "Coverage Summary page" shows a premium for Extension D-3, "we" will pay for direct loss or damage caused by:
  1. power interruption or as a result of a mechanical breakdown of fans, blowers, coolers or other brooding building equipment;
  2. fumes.

A deductible of \$500 or the deductible amount shown on the "Coverage Summary page", whichever is greater applies to each occurrence insured under Extension D-3.

The insurance provided by Extension D-3 does not apply unless there is in place an "approved" automatic operable back-up system which will provide uninterrupted power to the heating and ventilating system of the building containing the insured bees or a system approved by "us".

**CO-INSURANCE CLAUSE** - "We" will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the actual cash value of the insured property at the time of the loss. "We" agree to waive this clause if the amount of loss in any one occurrence is less than \$1,000 or 5% of the amount of insurance, whichever is less. If more than one item is insured, this clause will apply separately to each item for which an amount of insurance is shown.

**EXCLUSIONS**

**Property Not Insured** - "We" do not insure any building, which has not been used for beekeeping purposes for more than 60 consecutive days, unless "you" notify "us" of this in writing.

**Loss or Damage Not Insured** - "We" do not insure loss or damage:

1. caused by death resulting from or contributed to by disease, illness, predators, parasites or poison, whether as a consequence of an "insured peril" or not;
2. caused directly or indirectly by electrical currents, other than lightning, but if fire or explosion results, "we" will pay for the resulting fire or explosion damage;
3. caused directly or indirectly by interruption of power, even if the interruption is the result of an "insured peril".

**LOSS REPORTING** - Any occurrence causing loss or damage insured by this rider must be reported immediately.

**LOSS ADJUSTMENT CLAUSE** - bees and/or cocoons in the open field:

1. If this rider insures loss or damage to bees and/or cocoons while in the open field, "we" will not pay for such loss or damage if the number of cocoons recovered during the season is equal to or greater than the number of "adult bees and/or cocoons" released at the beginning of the season.

**SPECIAL DEDUCTIBLE** - In the case of loss or damage caused by the peril of windstorm or hail to bees and/or cocoons, while located in the open field, including while in shelters, "we" are responsible only for the amount by which the loss or damage exceeds the greater of \$2,500 or the deductible amount shown on the "Coverage Summary page" in any one occurrence.

## BLANKET EARNINGS AND EXTRA EXPENSE

If the "Coverage Summary page" shows that Rider F265 applies, "we" provide the insurance described below in return for payment of the premium.

**DEFINITIONS** - As used in this Rider:

**"Business" or "Operations"** - means "your" farming "operations" at the location(s) shown on the "Coverage Summary page".

**"Earnings"** means "your" net profit before income taxes, plus all operating expenses earned by "your" "business". If "your" "business" is not operating at a profit, "earnings" will be determined by subtracting "your" net loss before income taxes from continuing operating expenses.

**"Extra expense"** means the expense "you" incur during the "period of restoration" which "you" would not have incurred if there had been no "insured loss" and which is necessary to continue as nearly as possible the normal conduct of "your" farming "operations". This includes the expense of using other property or facilities of others.

**"Insured loss"** means:

1. loss or damage to building(s) or structure(s) or their contents for which indemnity is payable by the perils incurred against as shown on the "Coverage Summary page", and
2. death or necessary destruction of livestock for which indemnity is payable by the perils insured against as shown on the "Coverage Summary page".

**"Period of restoration"** means the period, beginning with the date on which the "insured loss" occurs, which would reasonably be required to repair, rebuild or replace the damaged or destroyed property, not limited by the expiry date of this policy. The "period of restoration" does not include any additional time needed because of any law or ordinance regulating the zoning, demolition, repair or construction of bindings or their related services.

**DESCRIPTION OF COVERAGE** - "We" insure "your" loss of "earnings" (less operating expenses which do not necessarily continue) and the "extra expense" "you" incur in order to continue as nearly as possible the normal business operations, directly resulting from the interruption of "your" "business" due to an "insured loss" which occurs while this Rider is in force. "We" will pay only for the loss of "earnings" and "extra expense" "you" incur during the "period of restoration".

We also insure:

1. expenses "you" necessarily incur for the purpose of reducing any loss under this Rider (except expense incurred to extinguish a fire) but not exceeding the amount by which such loss is thereby reduced;
2. "extra expense" incurred in obtaining property for temporary use during the "period of restoration" which is necessary for the conduct of "your" "business". "We" will deduct the salvage value that remains of any property bought for temporary use, after "you" have resumed normal "operations".

**LOSSES EXCLUDED** - "We" do not insure:

1. the cost of repairing or replacing damaged or destroyed property;
2. any increase of loss due to the operation of any law or ordinance regulating the zoning, demolition, repair or construction of buildings or their related services;
3. any increase of loss due to interference at "your" "premises" by strikers or other persons with rebuilding, repairing or replacing damaged or destroyed property, or with the resumption or continuation of "your" "business";
4. loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of any nature;
5. loss due to the suspension, lapse or cancellation of any lease, license, contract or order. However, if the suspension, lapse or cancellation results directly from the interruption of "your" "business" by an "insured loss", "we" will insure any resulting loss of "earnings", but only during the "period of restoration";
6. the cost of compiling books of accounts, abstracts, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic "data" processing.

**BASIS OF LOSS SETTLEMENT** - When an "earnings" or "extra expense" loss occurs, the following will be considered in determining the loss settlement:

1. **Earnings:** "Your" amount of "earnings" loss will be determined taking into consideration:
  - a. the net income of "your" "business" before the "insured loss" occurred;

- b. the operating expenses, including payroll expense, necessary to resume "operations" to the same extent that existed just before the "insured loss", and



- c. other sources of information on "your" "business" such as "your" financial records, bills, invoices and other similar documents.
2. **"Your" Responsibility for Resuming Operations:** If "you" can reduce "your" loss by resuming "operations" on "your" "premises" or elsewhere, using damaged or undamaged property, "you" agree to do so.  
We will reduce the amount of "your" "earnings" loss to the extent "you" can resume "operations" in whole or in part by using damaged or undamaged property at "your" "premises" or elsewhere.  
We will reduce the amount of "your" "extra expense" loss to the extent "you" can return "your" operations to normal and discontinue "extra expenses".
3. **Limitation - Electronic "Data" Processing Media and Records:** When an "insured loss" of "earnings" results from damage to or destruction of electronic "data" processing media or records, "we" will pay for such loss of earnings only for a period of 30 consecutive days or the length of time it should reasonably take to repair, rebuild or replace other property damaged or destroyed by the same occurrence, whichever is the greater period of time.
4. **Limit of Insurance:** In any 30 consecutive calendar days, "we" will not pay more than the amount obtained by applying the percentage shown on the "Coverage Summary page" as the monthly limit to the amount of insurance applicable to this rider. In all, "we" will not pay more than the amount of insurance applicable to this rider for loss "earnings" and "extra expense" combined arising from any one occurrence.

## BUILDINGS AND CONTENTS

\*The word "building", as used in describing this coverage, also means a structure\*

### PROPERTY INSURED

#### A. Farm Buildings

1. **Blanket Cover:** If the "Coverage Summary page" shows an amount of insurance for "buildings" with "blanket" cover, "we" insure "farm" "buildings" on "your" "premises", including their permanently attached fixtures and equipment, owned by "you" and used in connection with "your" farming operations. "We" do not insure:
  - a. any "building", or mobile home used in whole or in part for residential purposes, whether or not insured under any section of this policy;
  - b. any "building" used or intended for use as a greenhouse;
  - c. any "building" separately described and specifically insured by this or any other policy;
  - d. windmills, windchargers and their towers;
  - e. outdoor radio and T.V. antennae and towers, including satellite dishes, and the attachments of any of them, whether or not they are attached or connected to a "building";
  - f. "special risk barns";
  - g. any "building" used in whole or in part for manufacturing or commercial purposes other than farming;
  - h. any open-sided "buildings" and/or shelters including fabric or tarp type structures;
  - i. any "building" using solid fuel and/or oil heat.
  - j. "buildings" and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.
2. **Scheduled Cover:** If the "Coverage Summary page" shows an amount of insurance for "buildings" with scheduled cover, "we" insure the "buildings" described under Scheduled Items on the "Coverage Summary page" and for which an amount of insurance is shown, including their permanently attached fixtures and equipment. "We" do not insure:
  - a. fences or corrals attached to any "building", unless they are specifically described on the "Coverage Summary page" with an amount of insurance indicated;
  - b. any "building" used in whole or in part for manufacturing or commercial purposes, other than "farming", unless permission for such use is shown on the "Coverage Summary page";

- c. outdoor radio and T.V. antennae and towers, including satellite dishes or the attachments of any of them, whether or not they are attached or connected to a "building", unless they are specifically described on the "Coverage Summary page" with an amount of insurance indicated.
  - d. "buildings" and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.
3. **Extensions of Coverage**
- a. Private Power and Light Poles: "we" will pay up to \$1,000 in any one occurrence, as additional insurance, for direct physical loss or damage by an "insured peril" to private power and light poles and outside wiring "you" own, located on "your" "premises", including switch boxes, fuse boxes and other electrical equipment mounted on poles "you" own at "your" "premises". A deductible does not apply to this coverage.
- B. Farm Building Contents**
1. **Blanket Cover:** If the "Coverage Summary page" shows an amount of insurance for contents with Blanket cover, "we" insure the contents of "farm" "buildings" on "your" "premises" while contained in insured "buildings". This insurance applies only to property "you" own or for which "you" are legally liable and which pertains to "your" farming operations. "We" do not insure:
- a. contents of "special risk barns";
  - b. stacked fodder in open-sided shelters;
  - c. threshed grain, fertilizer or chemicals.
- [See also "3. Property Not Insured"]
2. **Scheduled Cover:** If the "Coverage Summary page" shows an amount of insurance for contents with Scheduled cover, "we" insure the contents of the "building(s)" described under Scheduled Items on the "Coverage Summary page" and for which an amount of insurance is shown for contents, while contained in the "building(s)". This insurance applies only to property "you" own or for which "you" are legally liable and which pertains to "your" "farming" "operations".
3. **Property Not Insured:** these exclusions apply to both Blanket and Scheduled Cover. "We" do not insure:
- a. contents of a dwelling or property usual to the ownership or maintenance of a dwelling;
  - b. any other personal or miscellaneous property separately described and specifically insured by this or any other insurance policy;
  - c. animals (including fowl and bees) except as provided for under the Farm Contents Extension;
  - d. automobiles, motorcycles, all terrain vehicles, snowmobiles, other motorized land vehicles, house trailers, "farm" machinery and field equipment (including tractors, swathers and combines) or the equipment and appurtenances of any of them;
  - e. aircraft, air cushion vehicles, watercraft, including the equipment and appurtenances of any of them;
  - f. "buildings", including permanently attached fixtures or equipment forming part of any "building";
  - g. semen and semen tanks;
  - h. liquefied petroleum gas, benzene or naphtha;
  - i. threshed grain, fertilizer or chemicals;
  - j. money, securities, accounts, bills, stamps, or evidences of debt or title;
  - k. contents in any "building" used in whole or in part for manufacturing or commercial purposes other than farming.
  - l. "buildings" and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

4. Farm Contents Extension: "You" may apply up to 10% of the amount of insurance on Farm Building Contents or \$500 whichever is in the lower amount, to cover poultry and bees, of any maturity, usual to a mixed farming operation, but only against loss by fire and subject otherwise to all terms and conditions of this policy. This extension does not apply to poultry contained in a "special risk barn".

#### **INSURED PERILS**

**COVERAGE CODE F – FIRE AND LIGHTNING** - If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against direct loss of damage caused by fire, lightning (excluding lightning damage to electrical devices or appliances) or explosion of natural, coal or manufactured gas.

#### **Loss or Damage Not Insured -:**

1. "We" do not insure loss or damage to contents undergoing a process involving the application of heat, but resulting fire damage to other property is insured;
2. "We" do not insure loss or damage to a "building" or contents occurring when the "farm" "premises" has been vacant for more than 3 consecutive months or unoccupied for more than 6 consecutive months, unless "we" have given permission for vacancy or unoccupancy;
3. "We" do not insure loss or damage caused by fire if there is, to "your" knowledge, in addition to what is in the fuel tanks of vehicles, more than five gallons in all of gasoline, benzene, naphtha or other material of greater volatility, in an insured "building" or in a "building" in which insured property is contained;
4. "We" do not insure any loss, expense or increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair or construction of "buildings" and their related services.

**COVERAGE CODE FEC – FIRE AND EXTENDED COVERAGE** - If the "Coverage Summary page" specifies Coverage Code FEC, "you" are insured against direct loss or damage caused by the following perils as described and limited:

1. Fire;
2. Lightning, including lightning damage to electrical devices or appliances;
3. Explosion or Implosion;
4. Smoke: this peril means smoke due to a sudden, unusual and faulty operation of any apparatus flued to a chimney;
5. Impact by aircraft or land vehicle, including impact by objects falling from an aircraft or spacecraft;
6. Riot;
7. Vandalism or Malicious Acts: This peril does not include loss or damage:
  - a. caused by theft or attempted theft;
  - b. to glass constituting part of a "building";
  - c. caused by any tenant, tenant's guest, tenant's employees or members of their household;
  - d. caused by "you" or any member of "your" household;
  - e. occurring while an insured "building" is vacant or under construction, even if "we" have given permission for construction or vacancy;
8. Windstorm or Hail: This peril does not include loss or damage:
  - a. to fences, roof signs or corrals;
  - b. directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow load, ice load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide;
  - c. to the interior of a building or to the contents of a building unless damage occurs concurrently with and results immediately from an opening in the building caused by windstorm or hail;
  - d. to a "building" in course of construction unless "we" have given permission to complete construction;
  - e. to a "building" while being moved or otherwise in course of transit;
  - f. to a "building" not fully enclosed on all sides or any tarp or fabric type shelters and "buildings";
  - g. to a "building" while raised off its foundation;

- h. to "buildings" roofed with straw or hay roofing material;
- 9. Theft or Attempted Theft: This peril does not include:
  - a. loss or damage caused by "your" employees or a member of "your" or an employee's household;
  - b. mysterious disappearance.

**Loss or Damage Not Insured: "We" do not insure loss or damage:**

- 1. to contents undergoing a process involving the application of heat, but resulting fire or explosion damage to other property is insured;
- 2. to a "building" or contents occurring when the "farm" "premises" has been vacant for more than 3 consecutive months or unoccupied for more than 6 consecutive months, unless "we" have given permission for vacancy or unoccupancy;
- 3. caused by fire if there is, to "your" knowledge, in addition to what is in the fuel tanks of vehicles, more than five gallons in all of gasoline, benzene, naphtha or other material of greater volatility in an insured building or in a building in which insured property is contained;
- 4. to electrical devices or appliances caused by electrical currents other than lightning, unless fire results, then "we" will pay only for the resulting loss or damage.

**Farm Building or Structure Endorsement - Form F232 -**

If the "Coverage Summary page" shows that Form F232 applies, Coverage Code FEC is extended to insure loss or damage caused by windstorm or hail to farm "buildings" or structures not fully enclosed on all sides or any tarp or fabric type shelters or "buildings". All other terms, conditions and limitations remain unchanged.

**Farm Buildings or Structures Endorsement - Form F233**

If the "Coverage Summary page" shows that Form F233 applies, Coverage Code FEC is extended to insure loss or damage caused by windstorm or hail to farm "buildings" not fully enclosed on all sides or any tarp or fabric type shelters or "buildings". The deductible amount for loss or damage caused by windstorm or hail shall be \$1,000 and not the amount shown on the "Coverage Summary page". All other terms, conditions and limitations remain unchanged.

**COVERAGE CODE F261 – COMPREHENSIVE COVERAGE:** If the "Coverage Summary page" specifies Coverage Code F261 "you" are insured against direct physical loss or damage from any external cause, subject to the following exclusions.

**Property Excluded – "We" do not insure loss or damage to:**

- 1. sewers, drains or watermains located beyond the outside bearing walls or foundations of the property insured;
- 2. outside communication towers, antennae (including satellite receivers) and equipment attached to them, unless shown on the "Coverage Summary page";
- 3. any "building" which is, to the knowledge of the insured, vacant, unoccupied or shut down for more than thirty (30) consecutive days;
- 4. electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage;
- 5.
  - a. any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch above atmospheric pressure);
  - b. boiler, including the piping and equipment connected to it, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use);
  - c. caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use, but this exclusion does not apply to manually portable gas cylinders, explosion of natural, coal or manufactured gas, explosion of gas or unconsumed fuel within a furnace or with the gas passages therefrom to the atmosphere.

**Perils Excluded – "We" do not insure against loss or damage caused directly or indirectly:**

- 1. by snowslide, landslide, subsidence or other earth movement, except for ensuing loss or damage that results directly from fire, explosion, smoke or leakage from fire protective equipment;

2. by flood, including waves, tides, tidal waves, tsunamis, or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made, but this exclusion does not apply to ensuing loss or damage which results directly from fire, explosion, smoke, leakage from fire protective equipment, or leakage from a watermain;
3. by seepage, leakage or influx of water derived from natural openings in the "building", foundations, basement floors, sidewalks, sidewalk lights, or by the backing up of sewers, sumps, septic tanks or drains, unless concurrently and directly caused by a peril not otherwise excluded by this coverage;
4. by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an opening concurrently and directly caused by a peril not otherwise excluded by this coverage;
5. by centrifugal force, mechanical or electrical breakdown or derangement in or on the "premises", unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
6. by explosion (except with respect to explosion of natural, coal or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the insured, unless fire ensues and then only for the loss or damage caused directly by such ensuing fire:
  - a. the portions containing steam or water under steam pressure of all boilers generating steam and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
  - b. piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
  - c. other vessels and apparatus and pipes connected to them while under pressure, or while in use or in operation provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure but this exclusion does not apply to loss or damage resulting from the explosion of manual portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
  - d. moving or rotating machinery or parts thereof;
  - e. any vessels and apparatus and pipes connected to them while undergoing pressure tests but this exclusion does not apply to other property insured by this coverage that has been damaged by such explosion;
  - f. gas turbines.
7. by settling, expansion, contraction, moving, shifting or cracking unless concurrently and directly caused by a peril not otherwise excluded by this coverage;
8. by dampness or dryness of atmosphere, changes of temperature, "fungi" or "spore(s)", contamination, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish, rust or corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by fire, lightning, smoke, windstorm, hail, explosion, strike, riot impact by aircraft, spacecraft or land vehicle, leakage from fire protective equipment, rupture of pipes or breakage of apparatus not excluded under Property Excluded item 4, vandalism or malicious acts, theft or attempted theft damage to pipes caused by freezing is insured provided such pipes are not excluded in Property Excluded item 4;
9. by smoke from agricultural smudging or industrial operations;
10. by rodents (such as squirrels and rats), insects or vermin (such as skunks and raccoons) or domesticated animals, but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in this Coverage;
11. by delay, loss of market or loss of use or occupancy;
12. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
13.
  - a. by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
  - b. by contamination by radioactive material;

14. by any dishonest or criminal act on the part of the insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted), but this exclusion does not apply to physical damage, caused directly by employees of the insured, which results from a peril not otherwise excluded under this coverage;
15. proximately or remotely, arising in consequence of, or contributed to, by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which, by-law, regulation, ordinance or law, makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
16. the melting of ice or snow on the roof of the building.
17. resulting from, contributed to or caused directly or indirectly by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**Nor does this coverage insure:**

18. wear and tear, gradual deterioration, latent defect, inherent vice, or the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this coverage, resultant damage to the property is insured;
19. mysterious disappearance or unexplained loss or any loss or shortage disclosed on taking inventory;
20. loss or damage to electrical devices or appliances caused by electrical currents other than lightning, but if fire results "we" will pay only the resulting loss or damage;
21. accumulative damage however caused or any loss or damage not due to a sudden unexpected event;
22. loss or damage to property while being worked on, where the loss or damage results from such work, or caused by any repairing, adjusting or servicing of insured property, but if fire or explosion results, "we" will pay only for the resulting fire or explosion damage;
23. loss, expense or increased costs of repair or replacement due to the operation of any law or ordinance regulating zoning, demolition, repair or construction of buildings and their related services;

**Pollution Excluded - "We" do not insure against**

1. loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting clean up, but this exclusion does not apply:
  - a. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this coverage;
  - b. to loss or damage caused directly by a peril not otherwise excluded under this coverage;
2. cost or expense or any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

**ADDITIONAL COVERAGES**

**Newly Acquired Buildings at Newly Acquired Locations** – Coverage is automatically provided on "buildings" acquired by the insured during the policy term at locations other than those shown on the "Coverage Summary page", and situated within the territorial limits of Canada, to a maximum aggregate of \$100,000. This coverage shall cease:

1. at the inception of more specific insurance, OR
2. at the expiration of the policy, OR
3. 60 days from the inception of such acquisition, whichever occurs first.

When such newly acquired "buildings" are to be insured under this policy beyond the expiry of the above limits, premium shall be payable from the date of such acquisition. If coverage under this section applies to more than one "building" on a newly acquired "premises", the total amount of insurance shall be divided in the proportions that the value of all structures on the "premises" at the time of loss.

**“Buildings” in Course of Construction** – This section insures, subject to all terms and conditions of the policy, for not more than \$50,000 on new additions, new “buildings”, and new structures and intended for agricultural occupancy. This coverage shall cease:

1. at the inception of more specific insurance, OR
2. at the expiration of this policy, OR
3. 60 days from the date construction begins,

whichever occurs first. If coverage under this section applies to more than one “building” on a premise, the total amount of insurance shall be divided in the proportions that the value of each structure has to the value of all structures on the “premises” that are in the course of construction at the time of loss.

**CO-INSURANCE CLAUSE** - “We” will not pay for a greater proportion of any loss than the amount of insurance bears to 80%, or as noted on the “Coverage Summary page”, of the Actual Cash Value of the insured property at the time of the loss. “We” agree to waive this clause if the amount of loss in any one occurrence does not exceed \$1,000, or 5% of the amount of insurance whichever is less. In the case of Scheduled Cover, if more than one item is scheduled, this clause will apply separately to each item for which an amount of insurance is shown.

## FERTILIZER & CHEMICALS

**PROPERTY INSURED** - If the “Coverage Summary page” shows an amount of insurance for fertilizer or chemicals, “we” insure Farm Fertilizer and Farm Chemicals “you” own for which an amount of insurance is specified. “We” insure this property while it is anywhere within the province of Saskatchewan.

### INSURED PERILS

**Coverage Code F** - If the “Coverage Summary page” specifies Coverage Code F, “you” are insured against direct loss or damage caused by fire, lightning or explosion of coal, natural or manufactured gas.

**Coverage Code F206** - If the “Coverage Summary page” specifies Coverage Code F206, “you” are insured against direct loss or damage caused by the following perils as defined and limited:

1. Fire, lightning and explosion;
2. Windstorm, but only while the insured property is stored in a fully enclosed “building(s)” or storage tank(s);
3. Accidental collision of a vehicle on which the insured property is being transported with any other vehicle or object;
4. Overturn of a vehicle on which the insured property is being transported;
5. Vandalism or Malicious Acts, excluding theft or attempted theft;
6. Theft, or attempted theft, from within a fully enclosed “building” or while the property is being transported from a supplier to the farm “premises” This peril does not include mysterious disappearance or loss or shortage disclosed upon taking inventory.

**EXCLUSIONS** - “We” do not insure loss or damage:

1. occurring before “you” have accepted delivery of the insured property;
2. caused by or resulting from strike, lockout, labor disturbance, riot, civil commotion or the acts of any person or persons taking part in any of these activities;
3. to property undergoing any process involving the application of heat, if this is the cause of the loss.

**CO-INSURANCE CLAUSE** - “We” will not pay for a greater proportion of any loss than the amount of insurance bears to 80% of the actual cash value of the insured property at the time of the loss. “We” agree to waive this clause if the amount of loss in any one occurrence does not exceed \$1,000 or 5% of the amount of insurance, whichever is less. If more than one item is insured, this clause will apply separately to each item for which an amount of insurance is shown.

**LOCKED STORAGE WARRANTY** - It is a condition of this insurance that all storage facilities such as “buildings”, tanks and pumps, will be securely locked when not in use, otherwise, coverage under perils 5 and 6 will be excluded.

## FODDER

### PROPERTY INSURED

**Blanket Cover:** If the "Coverage Summary page" shows an amount of insurance for fodder with Blanket cover, "we" insure fodder owned by "you" or for which "you" are legally liable, while stacked in the open or in open-sided feed or fodder shelters, but not inside a fully enclosed building, anywhere in the territorial limits of Canada. Fodder is defined as feed for livestock, especially coarsely chopped hay or straw.

**Scheduled Cover:** If the "Coverage Summary page" shows an amount of insurance for fodder with Scheduled cover, "we" insure fodder owned by "you", or for which "you" are legally liable, as described under Scheduled Items on the "Coverage Summary page" and for which an amount of insurance is shown. "We" insure this property anywhere in the territorial limits of Canada, unless otherwise stated on the "Coverage Summary page".

### INSURED PERILS

**Coverage Code F:** If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against direct loss or damage caused by fire, lightning or explosion of coal, natural or manufactured gas.

**Coverage Code FEC:** If the "Coverage Summary page" specifies Coverage Code FEC, "you" are insured against direct loss or damage caused by the following perils as described and limited:

1. Fire, lightning or explosion;
2. Windstorm, but only while the insured property is in a fully enclosed "building(s)" structure(s) or tank(s);
3. Accidental collision of a conveyance on which the insured property is being transported with any other vehicle or object;
4. Upset or overturn of a conveyance on which the insured property is being transported;
5. Theft from within a fully enclosed "building(s)", structure(s), or tank(s) or while the property is in transit. This peril does not include mysterious disappearance or loss or unexplained shortage upon taking inventory.

**EXTENSION OF COVERAGE - "You"** may apply up to 10% of the amount of insurance on fodder or \$1,000, whichever is less, to cover hay (either loose or in bales) and baled straw in the open, which "you" own, but only against loss by fire.

## GRAIN - THRESHED

### PROPERTY INSURED

**Blanket Cover:** If the "Coverage Summary page" shows an amount of insurance for grain with Blanket cover, "we" insure whole threshed grain and seed usual or incidental to a farming operation and owned by "you" or for which "you" are legally liable. "We" insure this property while it is anywhere within the territorial limits of Canada.

**Scheduled Cover:** If the "Coverage Summary page" shows an amount of insurance for "Grain" with "Scheduled" cover, "we" insure the grain "you" own or for which "you" are legally liable described under Scheduled Items on the "Coverage Summary page" and for which an amount of insurance is shown.

### INSURED PERILS

**Coverage Code F:** If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against direct loss or damage caused by fire, lightning or explosion of coal, natural or manufactured gas.

**Coverage Code FG2:** If the "Coverage Summary page" specifies Coverage Code FG2, "you" are insured against direct loss or damage caused by the following perils as described and limited:

1. Fire, lightning or explosion;
2. Windstorm, but only while the insured property is in a fully enclosed building(s);
3. Accidental collision of a conveyance on which the insured property is being transported with any other vehicle or object;
4. Upset or overturn of a conveyance on which the insured property is being transported;
5. Theft from within a fully enclosed "building" or while the property is in transit. This peril does not include mysterious disappearance or loss or unexplained shortage disclosed upon taking inventory.



**EXCLUSIONS:** "We" do not insure:

1. property which has been delivered to any private or commercial elevator, elevator annex, terminal, warehouse or manufacturing plant unless noted on the "Coverage Summary page";
2. property which has been delivered to any railway company for transportation purposes except as noted in Extension of Coverage;
3. property of others in "your" care, custody or control for the purpose of custom grain drying while undergoing any process involving the application of heat;
4. loss or damage caused by or resulting from strike, lockout, labor disturbances, riot, civil commotion or the acts of any person or person taking part in any of these activities.
5. To property while undergoing any process involving the application of heat, where the cause of loss is such application, unless fire ensues, and then, for loss or damage caused by such ensuing fire only.
6. Grain screenings used for or intended to be used for feed.

**EXTENSION OF COVERAGE**

1. "You" may apply up to \$5,000 of the amount of insurance on threshed grain to cover "your" standing or swathed grain and seed crops, but only against loss by fire.
2. We will reimburse "you" for "your" financial interest for grain transported directly on rail cars.

**GRAIN (CUSTOMER'S) IN GRAIN DRYER**

**PROPERTY INSURED** - If the "Coverage Summary page" shows that Rider F242 applies, "we" insure threshed grain owned by others while in "your" grain dryer for the purpose of drying.

**INSURED PERILS** - "We" insure against loss or damage caused directly by fire, lightning or explosion of natural, coal or manufactured gas.

**CO-INSURANCE CLAUSE** - "We" will not pay for a greater proportion of any loss or damage than the amount of insurance bears to 80% of the actual cash value of the property at the time of loss.

"We" agree to waive this clause if the amount of loss in any one occurrence does not exceed \$1,000 or 5% of the amount of insurance whichever is less.

**LOSS SETTLEMENT** - Loss if any will be settled with and payable to the person named as the insured on the "Coverage Summary page".

**IRRIGATION EQUIPMENT**

**PROPERTY INSURED** - If the "Coverage Summary page" shows that Rider F260 applies, "we" insure "your" irrigation equipment described on the "Coverage Summary page" for which an amount of insurance is shown. "We" insure this property while it located on the farm "premises".

"We" do not insure underground equipment used with or part of an irrigation system unless it is specifically described and separately insured.

**INSURED PERILS**

**Coverage Code F:** If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against direct loss or damage caused by fire, lightning, or explosion of natural, coal or manufactured gas.

**Coverage Code F-260:** If the "Coverage Summary page" specifies Coverage Code F260, "you" are insured against direct physical loss or damage from any external cause, except the following:

**We do not insure loss or damage:**

1. caused by or arising from wear, tear, gradual deterioration, mechanical breakdown, mechanical defect, mechanical failure or inherent vice or defect, scraping, scratching, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
2. caused by or arising from any repairing, adjusting, servicing or maintenance operation, but if fire or explosion results, "we" insure the resulting fire or explosion damage;
3. caused by short circuit or other electrical disturbances, except by lightning, but if fire results, "we" insure the resulting fire damage;
4. to tires or tubes unless the loss or damage is caused by fire, windstorm or theft or is coincident with other loss or damage insured by this rider.

**CO-INSURANCE CLAUSE** - "We" will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the actual cash value of the insured property at the time of the loss. "We" agree to waive this clause if the amount of loss in any one occurrence is less than both \$2,500 and 2% of the amount of insurance. If more than one item is insured, this clause will apply separately to each item for which an amount of insurance is shown.

**DEDUCTIBLE** - In the case of insured loss or damage caused by windstorm, the deductible amount shall be \$1,000 or the deductible amount shown on the "Coverage Summary page", whichever is greater. If loss or damage is caused by an "insured peril" other than windstorm, the deductible amount shown on the "Coverage Summary page" will apply.

## LIVESTOCK

### PROPERTY INSURED

**Blanket Cover:** If the "Coverage Summary page" shows an amount of insurance for "livestock" with Blanket cover, "we" insure all "livestock" "you" own of the Class of Animal shown on the "Coverage Summary page", excluding any "livestock" separately described and specifically insured by this or any other policy. "We" insure this property while it is anywhere within the territorial limits of Canada. The insurance for Blanket Cover is based on Class of Animal. A separate amount of insurance shall apply to each insured Class of Animal determined by the number and average value per head shown for each Class of Animal on the "Coverage Summary page". Class of Animal means cattle, swine, horses or sheep, or if so described, types of animals within the aforementioned classes of animals.

**Scheduled Cover:** If the "Coverage Summary page" shows an amount of insurance for "livestock" with Scheduled" cover, "we" insure the "livestock" "you" own which is specifically described under Scheduled Items on the "Coverage Summary page" and for which an amount of insurance is shown. "We" insure this property while it is anywhere within the territorial limits of Canada.

### INSURED PERILS

**Coverage Code F:** If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against death of insured livestock caused directly by fire, lightning, or explosion of natural, coal or manufactured gas.

**Coverage Code FL2:** If the "Coverage Summary page" specifies Coverage Code FL2, "you" are insured against direct death or destruction of insured "livestock" caused by the following perils:

1. Fire or Lightning;
2. Explosion;
3. Smoke;
4. Windstorm, tornado, cyclone or hail; but this peril does not include loss caused by or resulting from exposure or wind-driven snow or sleet;
5. Riot, riot attending a strike, civil commotion;
6. Earthquake;
7. Collapse of any buildings, bridges, culverts; any falling structure, tree or part thereof;
8. Flood;
9. Collision, derailment or overturning of a transporting conveyance while the insured property is in transit by land (the coming together of railway cars during coupling and uncoupling operations shall not be deemed a collision within the meaning of this peril);
10. Impact by aircraft or objects falling from aircraft;
11. Stranding, sinking, burning or collision (including general average and salvage charges for which "you" may be legally liable), also including jettison or washing overboard, while in or on ferries in connection with land conveyances;
12. Theft or attempted theft, excluding mysterious disappearance or escape;
13. Accidental shooting by a person or persons other than by "you" or any member of "your" household or any person employed by "you";
14. Collision with any vehicle except those owned by "you" or any member of "your" household or by any tenant or employee of yours;
15. Drowning;
16. Electrocution;
17. Attack by wild animals or non-owned dogs;
18. Vandalism or Malicious acts;
19. Huddling, piling, smothering, freezing or stampeding. This peril does not apply unless it is the immediate and direct result of one of the perils 1 to 18 above causing actual physical damage to the buildings in which such insured livestock are confined.;
20. Entrapment meaning the accidental and involuntary physical restraint of an animal resulting in the death or destruction of the entrapped animal. There is no coverage under this peril:
  - a. to any animal in the process of being bred, either by natural or artificial means;

- b. for death due to animal birth or while any animal is birthing;
  - c. to any animal in transit or while being loaded or unloaded;
  - d. for choking on objects or food, medicine taken or bloat;
  - e. to any animal which contracted a disease or is sick prior to entrapment;
  - f. to any animal being handled or forcibly restrained for care or treatment;
  - g. for death resulting from physical injury due to an animal having been split;
  - h. for suffocation of animals in their own fluids, when caused by the animals natural inability to regain an upright position;
  - i. to any animal becoming trapped or cast by the contours or depressions of the land, including but not limited to any furrow, gully, ditch, hill, slope, or any snow created drift or hollow.
21. Accidental strangulation, not including loss or damage:
- a. to any animal which contracted a disease or was sick or injured before strangulation;
  - b. to animals in transit or while being loaded or unloaded;

## EXCLUSIONS

**Property Excluded** – “We” do not insure loss of or damage to:

1. “livestock” less than sixty (60) days old;
2. “livestock” that have become non-functional for the purpose for which the “livestock” is kept;
3. horses while on the ground of any public race track or while engaged in any competitive events;
4. diseased “livestock” that dies or is destroyed as a result of any of the provided coverages;
5. livestock illegally acquired or kept.

**Losses Not Insured** – “We” do not insure loss resulting from or arising out of:

1. death or destruction due to or made necessary to acute mastitis and/or milk fever;
2. death or destruction due to any disease whether or not such loss by in any way caused by, contributed to or aggravated by any of the “Insured Peril(s)”;
3. intentional destruction of any “livestock” without our prior approval;
4. resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or “pollutants”;
5. death or destruction that occurs more than 15 days after the occurrence of an “Insured Peril”.

**CO-INSURANCE CLAUSE** - “We” will not pay for a greater proportion of any loss than the amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of the loss. “We” agree to waive this clause if the amount of loss in any one occurrence does not exceed \$5,000, or 2% of the amount of insurance whichever is less. In the case of Scheduled Cover, if more than one item is scheduled, this clause will apply separately to each item for which an amount of insurance is shown.

**BASIS OF CLAIM PAYMENT** – (Applicable to Blanket Cover only) - Our liability for the loss of any one animal shall not exceed 1.5 times the average value per head shown on the “Coverage Summary page” or its fair market value at the time of the loss, whichever is less.

## CONDITIONS

1. Payment shall include any accrued subsidies (where applicable) but limited to payment in excess of government compensation.
2. Payment is limited under Perils 13. Accidental Shooting and 17. Attack; to payment in excess of government compensation.
3. Livestock is subject to a limit of \$4,000 per animal unless specifically insured.
4. The deductible will be as noted on the “Coverage Summary page”.
5. You will be responsible for the removal of debris. Salvage value if any will be payable to us.
6. The carcass must not be moved prior to our approval.
7. Poultry is not covered.

## LIVESTOCK – INTENSIVE LIVESTOCK OPERATION

### PROPERTY INSURED

**Blanket Cover:** If the “Coverage Summary page” shows an amount of insurance for “livestock” with Blanket cover, “we” insure all “livestock” “you” own of the Class of Animal shown on the “Coverage Summary page”, excluding any “livestock” separately described and specifically insured by this or any other policy. “We” insure this property while it is anywhere within the territorial limits of Canada. The insurance for Blanket Cover is based on Class of Animal.

A separate amount of insurance shall apply to each insured Class of Animal determined by the number and average value per head shown for each Class of Animal on the "Coverage Summary page". Class of Animal means cattle, swine or horses, or if so described, types of animals within the aforementioned classes of animals.

**Scheduled Cover:** If the "Coverage Summary page" shows an amount of insurance for "livestock" with Scheduled cover, "we" insure the "livestock" "you" own which is specifically described under Scheduled Items on the "Coverage Summary page" and for which an amount of insurance is shown. "We" insure this property while it is anywhere within the territorial limits of Canada.

**INSURED PERILS** – If the "Coverage Summary page" specifies Coverage Code FL3, "you" are insured against direct death or destruction of insured "livestock" caused by the following perils:

1. Fire or Lightning;
2. Explosion;
3. Smoke;
4. Windstorm, tornado, cyclone or hail; but this peril does not include loss caused by or resulting from exposure or wind-driven snow or sleet;
5. Riot, riot attending a strike, civil commotion;
6. Earthquake;
7. Collapse of any buildings, bridges, culverts; any falling structure, tree or part thereof;
8. Flood;
9. Collision, derailment or overturning of a transporting conveyance while the insured property is in transit by land (the coming together of railway cars during coupling and uncoupling operations shall not be deemed a collision within the meaning of this peril);
10. Impact by aircraft or objects falling from aircraft or land vehicle;
11. Stranding, sinking, burning or collision (including general average and salvage charges for which "you" may be legally liable), also including jettison or washing overboard, while in or on ferries in connection with land conveyances;
12. Theft or attempted theft, excluding mysterious disappearance or escape;
13. Accidental shooting by a person or persons other than by "you" or any member of "your" household or any person employed by you;
14. Collision with any vehicle except those owned by "you" or any member of "your" household or by any tenant or employee of yours;
15. Drowning;
16. Electrocuting;
17. Attack by wild animals or non-owned dogs;
18. Vandalism or Malicious acts;
19. Power interruption or as a result of mechanical breakdown of fans, blowers or other equipment designed to control air or water circulation;
20. Huddling, piling, smothering, freezing or stampeding. This peril does not apply unless it is the immediate and direct result of one of the perils 1 to 18 above causing actual physical damage to the buildings in which such insured "livestock" are confined;
21. Entrapment meaning the accidental and involuntary physical restraint of an animal resulting in the death or destruction of the entrapped animal. There is no coverage under this peril:
  - a. to any animal in the process of being bred, either by natural or artificial means;
  - b. for death due to animal birth or while any animal is birthing;
  - c. to any animal in transit or while being loaded or unloaded;
  - d. for choking on objects or food, medicine taken or bloat;
  - e. to any animal which contracted a disease or is sick prior to entrapment;
  - f. to any animal being handled or forcibly restrained for care or treatment;
  - g. for death resulting from physical injury due to an animal having been split;
  - h. for suffocation of animals in their own fluids, when caused by the animals natural inability to regain an upright position;
  - i. to any animal becoming trapped or cast by the contours or depressions of the land, including but not limited to any furrow, gully, ditch, hill, slope, or any snow created drift or hollow.
22. Fumes;

23. Accidental strangulation, not including loss or damage:
  - a. to any animal which contracted a disease or was sick or injured before strangulation;
  - b. to animal in transit or while being loaded or unloaded;

#### **EXCLUSIONS:**

**Property Excluded** – “We” do not insure loss of or damage to:

1. livestock less than sixty (60) days old;
2. livestock that have become non-functional for the purpose which the “livestock” is kept;
3. horses while on the ground of any public race track or while engaged in any competitive events;
4. diseased “livestock” that dies or is destroyed as a result of any of the provided coverages;
5. livestock illegally acquired or kept.

**Losses Not Insured** – “We” do not insure loss resulting from or arising out of:

1. death or destruction due to or made necessary to acute mastitis and/or milk fever;
2. death or destruction due to any disease whether or not such loss by in any way caused by, contributed to or aggravated by any of the “Insured Peril(s)”;
3. intentional destruction of any “livestock” without our prior approval;
4. or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or “pollutants”, except as provided under Additional Coverages.

**CO-INSURANCE CLAUSE** – “We” will not pay for a greater proportion of any loss than the amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of the loss. “We” agree to waive this clause if the amount of loss in any one occurrence does not exceed \$5,000, or 2% of the amount of insurance whichever is less. In the case of Scheduled Cover, if more than one item is scheduled, this clause will apply separately to each item for which an amount of insurance is shown.

**BASIS OF CLAIM PAYMENT** – (Blanket Cover only) Our liability for the loss of any one animal shall not exceed 1.5 times the average value per head shown on the “Coverage Summary page” or its fair market value at the time of the loss, whichever is less.

#### **CONDITIONS**

1. Payment shall include any accrued subsidies (where applicable) but limited to payment in excess of government compensation.
2. Payment is limited under Perils 13. Accidental Shooting and 17. Attack; to payment in excess of government compensation.
3. Livestock is subject to a limit of \$4,000 per animal unless specifically insured.
4. The deductible will be as noted on the “Coverage Summary page” .
5. In case of “livestock” alleged to have been killed by lightning, fumes, power interruption, accidental physical entrapment, accidental strangulation or hardware the carcass must not be moved without our approval. Before “we” make any payment, “you” must provide satisfactory evidence, including a Veterinary Certificate.
6. If “you” must remove insured property from “your” “premises” to protect it from loss or damage, it is insured by this policy for 7 days or until “your” policy term ends whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

#### **ADDITIONAL AGREEMENTS**

**Newly Acquired “Livestock”** – If “you” acquire any additional “livestock” similar to those insured, “we” will automatically insure these under this coverage if “you” notify “us” within 14 days. “We” will pay a maximum of 25% of the total amount of insurance on “livestock” as shown on the “Coverage Summary page” subject to a limit of \$4,000 per animal or the purchase price whichever is the lesser.

**Livestock Medicines** – Up to 5% of the total limit of insurance on “livestock” shown on the “Coverage Summary page” may be applied to medication for “livestock” while stored on “your” “premises” if it is damaged or destroyed by any of the perils named in this coverage.

**Professional Fees** – “We” agree to pay for reasonable fees due to veterinarians or other professionals whom “you” employ at our request to confirm the cause of death, or other documents or relevant information on “your” business, which “we” will require following a loss to determine the amount payable under the present policy.

**Dead Stock Removal** – This coverage pays for the cost of removing debris of the property insured under this policy as a result of any “insured peril”. When the damage to the property plus the cost

of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance on "livestock" shown on the "Coverage Summary page" will be available to cover debris removal expenses.

## MACHINERY

### PROPERTY INSURED

- A. Blanket Cover:** If the "Coverage Summary page" shows an amount of insurance for Machinery with Blanket cover, "we" insure mobile farm machinery and implements, including their equipment whether attached or not, which "you" own or for which "you" are legally liable and which are used in connection with "your" farming operations. "We" insure this property only while it is on "your" "premises" or temporarily away from "your" "premises" anywhere in Canada or the continental United States of America. "We" do not insure:
1. automobiles, motorcycles, snowmobiles, dirt bikes, go-carts, all terrain vehicles or similar types of motorized vehicles, any other motorized land vehicles required to be licensed for use on public roads, whether licensed or not, mobile homes or house trailers or the equipment or appurtenances of any of the foregoing;
  2. watercraft and their motors, aircraft of any kind or air cushion vehicles, or the equipment or appurtenances of any of the foregoing;
  3. equipment forming part of a building or structure;
  4. any farm machinery or implements separately described and specifically insured by this or any other policy;
  5. grain dryers;
  6. irrigation equipment;
  7. property used in logging, forestry, brush cutting or sawmill operations, but brush cutting on land "you" own or lease is permitted;
  8. property while engaged in custom work outside Canada or while in transit in connection with such custom work. "Custom Work" means the use of the insured property for others for compensation.
- B. Scheduled Cover:** If the "Coverage Summary page" shows an amount of insurance for "Machinery" with Scheduled cover, "we" insure farm machinery "you" own or for which "you" are legally liable, described under Scheduled Items on the "Coverage Summary page" and for which an amount of insurance is shown. "We" insure this property only while it is on "your" "premises" or temporarily away from "your" "premises" anywhere in Canada or the continental United States of America. "We" do not insure:
1. property used in logging, forestry, brush cutting or sawmill operations, but brush cutting on land "you" own or lease is permitted;
  2. property while engaged in custom work outside Canada or while in transit in connection with such custom work. "Custom Work" means the use of the insured property for others for compensation.

### EXTENSIONS OF COVERAGE (applicable to Scheduled or Blanket cover)

1. Replacement Farm Machinery: If "you" dispose of an item of machinery insured by this policy and replace it with one "you" acquire as owner and which is designed for the same use as the one "you" disposed of, the insurance on the item "you" disposed of will apply to the replacement item, with the amount of insurance increased by \$30,000 or up to the actual cash value of the replacement item, whichever is less.
2. Additional Farm Machinery: If during the term of this policy "you" acquire, as owner, an additional item of farm machinery similar to those insured by this policy, it will be insured for an amount of \$50,000 or its actual cash value, whichever is less. If "you" choose to claim under this extension 2., "you" may not claim under extension 1 above.  
*The insurance under these extensions 1 and 2 applies only for a period of 30 consecutive days from the date "you" acquire the replacement or additional machinery. If "you" do not inform "us" of the replacement or additional machinery and insure the new item(s) within 30 days, they are not insured.*
3. If "you" acquire more than one item of replacement or additional machinery within a 30 day period, the increased amounts of insurance provided for in 1. or 2. above will not apply separately to each new item. The increased amount in each case will be divided among the

newly acquired items in the proportions that the value of each of these items bears to the value of all of them.

4. Damage to Non-Owned Equipment – At “your” option, up to 10% of the total limit of insurance on machinery and equipment maybe applied for loss or damage to non-owned machinery and equipment while in “your” care, custody or control caused by the perils insured against in this coverage. *This extension also applies to non-owned machinery and equipment in “your” control through any rental or lease agreement.*
5. Portable Farm Tools: “You” may apply up to 10% of the amount of insurance for Machinery Blanket Coverage or \$1,000, whichever is less, to insure “your” portable farm tools or spare parts specific to machinery insured under this coverage. This extension is subject to all the terms and conditions applicable to Farm Machinery coverage.

#### **INSURED PERILS**

**Coverage Code F:** If the “Coverage Summary page” specifies Coverage Code F, “you” are insured against direct loss or damage caused by fire, lightning, or explosion of natural, coal or manufactured gas.

**Coverage Code FM2:** If the “Coverage Summary page” specifies Coverage Code FM2, “you” are insured against direct physical loss or damage from any external cause, subject to the following exclusions:

#### **We do not insure loss or damage:**

1. caused by or resulting from wear, tear, gradual deterioration, mechanical breakdown, failure or defect, inherent vice, dryness or dampness of atmosphere, “fungi” or “spore(s)”, corrosion, rust, freezing or extremes of temperature, scraping, scratching, insects, rodents, vermin, skunks, moles, mice, raccoons or domesticated animals;
2. caused by short circuit or other electrical disturbance, except by lightning, but if fire results, “we” will pay only the resulting fire damage;
3. caused by or resulting from repairing, adjusting (including the necessary adjustments to a machine to place it into or out of its transporting position), servicing, fueling or maintenance operations, but if any of these result in fire or explosion, “we” will pay only for the loss or damage to the insured property caused by the fire or explosion;
4. to tires, tubes or tracks unless the loss or damage is caused by fire, windstorm, vandalism or malicious damage or theft, or is coincident with other loss or damage insured by this policy;
5. caused by or resulting from internal damage to machinery due to clogging, compacting, plugging or piling up of straw, hay or other material intended to be ingested into the machine.
6. arising out of “custom farming” unless otherwise stated on the “Coverage Summary page” and a premium charged for it and then only for “custom farming” operations performed within Canada.

#### **We do not insure:**

1. mysterious disappearance or unexplained loss;
2. accumulative damage, however caused.

**CO-INSURANCE CLAUSE** - “We” will not pay for a greater proportion of any loss than the amount of insurance bears to 80% of the actual cash value of the insured property at the time of the loss. “We” agree to waive this clause if the amount of loss in any one occurrence does not exceed \$1,000, or 5% of the amount of insurance, whichever is less. In the case of Scheduled Cover, if more than one item is scheduled, this clause will apply separately to each item for which an amount of insurance is shown.

**DEDUCTIBLE** - The Deductible clause noted on the “Coverage Summary page” is replaced by the following in the case of any claim arising out of internal damage caused by a foreign object(s) being ingested into a machine. “We” are responsible only for the amount by which the loss or damage in any one occurrence exceeds 25% of the amount of the loss or \$2,500 or the amount shown on the “Coverage Summary page”, whichever is greater.

**LIMITED WAIVER OF DEPRECIATION** - If the “Coverage Summary page” shows an amount of insurance for Machinery, in the event that loss or damage to such farm machinery exceeds the deductible amount shown in the policy, “we” agree to waive our right under Basis of Claim Payment of Section II Farm Property Coverages subject to the following terms and conditions:

1. The limit on the damaged item must be maintained at 100% of its replacement cost value. Failing to do so, “you” will only be entitled to recover that portion of any loss that the amount

of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. The owner/lessee must be the first owner/lessee of the farm machinery and the farm machinery was of the current model year at the time of delivery to the owner/lessee.
3. The damage must occur within 36 months of the date on which the farm machinery was first delivered to the owner/lessee. This coverage will not apply with respect to:
  - a. tires tubes, tracks or batteries, or
  - b. betterment resulting from the necessary repair or replacement of parts having prior unrepaired damage, or
  - c. any claim arising out of internal damage caused by a foreign object(s) being ingested into a machine.
4. Settlement will be made on this basis only when "you" have made replacement. In no event will "we" pay more than the actual purchase price of the farm machinery and its equipment to the owner/lessee or the manufacturer's suggested list price at the original date of purchase (or list price since then), or the actual replacement cost of the farm machinery and its equipment, whichever is the lesser amount.

**LOSS OF USE COVERAGE - Rider F213 -** This coverage applies only if an amount of insurance is shown on the "Coverage Summary page" for Rider F 213. If any farm machinery insured by this policy under the Farm Machinery coverage becomes inoperative because of loss or damage for which a claim is payable under this policy, "we" agree to pay 90% of the expense "you" incur for the rental of replacement farm machinery but not exceeding the amount of insurance shown for Rider F 213. In determining the amount of payment, only the rental cost of a machine similar in size, use and capacity to the inoperative machine will be considered. Payment shall end on the date of completion of repairs or replacement of the damaged property or the date "we" make or tender settlement for the loss or damage, whichever is first.

## POULTRY

**PROPERTY INSURED -** If the "Coverage Summary page" shows an amount for poultry, "we" insure poultry owned by "you" while anywhere within the territorial limits of Canada.

### INSURED PERILS

**Coverage Code F:** If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against death of insured poultry caused directly by fire, lightning or explosion of natural, coal or manufactured gas.

**Coverage Code F257:** If the "Coverage Summary page" specifies Coverage Code F257, "you" are insured against death or destruction of insured poultry directly resulting from or made necessary by:

1. Fire, explosion, smoke or lightning;
2. Snow, sleet or rainstorm;
3. Windstorm or hail;
4. Vandalism or Malicious Acts: This peril does not include loss or damage:
  - a. caused by theft or attempted theft
  - b. caused by any tenant, tenant's guests, employees or members of their household;
  - c. caused by "you" or any member of "your" household;
5. Flood;
6. Earthquake;
7. Collapse of any buildings, bridges, culverts; any falling structure, tree or part hereof;
8. Impact by aircraft or land vehicle;
9. Riot or civil commotion;
10. Collision, derailment or overturn of a vehicle on which the insured poultry is being transported.

Coverage Code F257 includes insurance against loss of poultry by huddling, piling, smothering, drowning, freezing or stampeding, if any of these are the immediate and direct result of one of the "Insured Peril(s)" 1 to 8 above having caused actual physical damage to the building in which the poultry are contained or as an immediate and direct result of "Insured Peril" 8.

**Confined "Livestock" Extension:** This extension applies only if it is shown on the "Coverage Summary page" and a premium charged for it. When this extension applies, cover Code F257 is extended to insure against death or destruction of the insured "livestock" directly resulting from:



1. power interruption or as a result of mechanical breakdown of fans, blowers or other equipment designed to control air or water circulation, or
2. fumes.

It is a condition of this insurance that where "livestock" is alleged to have died as a result of items 1. and or 2. as noted above:

1. We must be notified of the loss immediately,
2. the carcass (carcasses) shall not be moved,
3. Before "we" make any payment, "you" must provide satisfactory evidence, including a Veterinary Certificate, that death occurred from items 1. and or 2. as noted above,
4. You must provide satisfactory evidence that the "*Recommended code of practice for the care and handling of Farm Animals*" developed by the *Canadian Agri-Food Research Council* has been followed with regards to the type of poultry insured under this coverage.

**EXCLUSIONS** - "We" do not insure loss of poultry:

1. unless death results directly from or is made necessary by an "insured peril" within forty-eight hours of its occurrence or such longer period of time for which "we" have given our approval;
2. under Coverage Code F257, due to rain, sleet or snow, whether or not driven by wind, unless, at the time of the loss the poultry is contained in a building with the doors and windows securely closed, and then "we" are responsible for payment only if windstorm or hail first makes an opening in the building, and immediately allows the entrance of the rain, sleet or snow which results in the death of the poultry.

**CO-INSURANCE CLAUSE** - "We" will not pay for a greater proportion of any loss than the amount of insurance bears to 80% of the actual cash value of the insured property at the time of the loss. "We" agree to waive this clause if the amount of loss in any one occurrence does not exceed \$1,000 or 5% of the amount of insurance whichever is less.

## PRODUCE

**PROPERTY INSURED** - If the "Coverage Summary page" shows an amount for "produce", "we" insure produce owned by "you" or for which "you" are legally liable, as described under Scheduled Items on the "Coverage Summary page" and for which an amount of insurance is shown. "We" insure this property anywhere in the territorial limits of Canada, unless otherwise stated on the "Coverage Summary page".

"Produce" includes milk, unfertilized eggs and anything that is an agricultural product of the soil, excluding seed, commercial fertilizers, herbicides and pesticides, tobacco, lumber and unharvested crops.

## INSURED PERILS

**Coverage Code F** – If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against direct loss or damage caused by fire, lightning or explosion of coal, natural or manufactured gas.

**Coverage Code FEC** – If the "Coverage Summary page" specifies Coverage Code FEC, "you" are insured against direct loss or damage caused by the following perils as defined and limited:

1. Fire or Lightning;
2. Explosion;
3. Smoke: This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit flued to a chimney;
4. Windstorm or Hail;
5. Riot, Vandalism or Malicious Acts – This peril does not include loss or damage:
  - a. directly or indirectly caused by theft or attempted theft;
  - b. caused by any tenant, tenant's guests, tenant's employees, or members of their households;
  - c. caused by "the Insured", his employees or members of their households.
6. Earthquake;
7. Collapse of buildings, bridges or culverts;
8. Flood: This peril means waves, tide or tidal water and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbours, streams and similar bodies of water, whether driven by wind or not;
9. Collision or Derailment or Overturn of a vehicle on which insured property is being transported;

10. Impact by aircraft or land vehicle;
11. Stranding, Sinking, Burning or Collision of vessels including general average and salvage charges incurred, while waterborne on land vehicles on board any regular ferry while operated on inland or coastal waterways only;
12. Theft or Attempted Theft – This peril does not include loss or damage:
  - a. caused by any mysterious disappearance or loss or unexplained shortage disclosed upon taking inventory;
  - b. caused by any tenant, tenant’s guests, tenant’s employees, or members of their household;
  - c. caused by “the insured”, his employees or members of their household.
13. Transportation shall mean direct physical loss or damage to property insured caused by collision, upset, overturn, derailment, stranding, sinking or burning, on any land vehicle or regular ferry or which is in or on railway cars or transfers in connection therewith. There is no coverage under this peril for loss or damage caused by shifting of the load in the transporting conveyance, poor or insufficient packing or rough handling, breakage, marring or scratching,

**ADDITIONAL AGREEMENT**

**Refrigerated “Produce”** – This coverage includes loss or damage to insured “produce”, while contained in refrigeration units within “building(s)” insured under this policy, due to change of temperature as a result of physical damage to these “building(s)” or equipment in said “building(s)”, caused by a peril insured against, or due to mechanical breakdown of the refrigeration unit or power interruption.

**MILK CONTAMINATION COVERAGE**

**Insuring Agreement** - If the “Coverage Summary page” shows that Milk Contamination Coverage applies, it is agreed that this policy is extended to insure “your” financial loss, if any, arising from “your” refrigerated milk which is condemned by a provincial marketing board and/or regulator as a result of one of the following occurrences:

1. contamination of “your” milk from an animal treated with medication;
2. the presence of a cleaning solution; or
3. the failure to activate the bulk milk cooling tank.

**Limitations** – Payment is limited to the “actual cash value” of the condemned milk at the time of loss, or the limit of Insurance provided under this coverage as stated on the “Coverage Summary page”, whichever is the lesser.

**Extension of Coverage** – up to \$500 of the total limit of insurance provided for this coverage may be applied to the cost of an additional test.

**EXCLUSIONS**

1. This policy does not cover increased loss or damage to milk not originating from the Insured’s “premises”;
2. This coverage does not apply to any fines or penalties applied by a provincial marketing board and/or regulator.

**SEMEN AND SEMEN CONTAINERS**

**PROPERTY INSURED** - If the “Coverage Summary page” shows that Rider F220 applies, “we” insure semen containers and the semen in containers owned by “you” and for which an amount of insurance is specified. “We” insure this property while it is:

1. at “your” “premises” or held at any breeding or artificial insemination station on “your” behalf, anywhere in Canada;
2. while in transit to and from “your” “premises” and such stations, or;
3. while in transit to and from “your” “premises” and elsewhere for the purpose of recharging the liquid nitrogen.

**INSURED PERILS**

**Coverage Code F:** If the “Coverage Summary page” specifies Coverage Code F, “you” are insured against direct loss or damage caused by fire, lightning, or explosion of coal, natural or manufactured gas.

**Coverage Code F220:** If the “Coverage Summary page” specifies Coverage Code F220 “you” are insured against direct physical loss or damage from any external cause, subject to the following exclusions:

We do not insure loss or damage:

1. caused directly or indirectly by wear, gradual deterioration, corrosion or mechanical breakdown, or inherent vice or defect, scraping, scratching, corrosion, rust, of a semen container;
2. arising from the failure of semen to fertilize;
3. caused directly or indirectly by dampness of atmosphere, extremes of temperature, deterioration, contamination, vermin, insects, inherent vice or latent defect, rust, corrosion or "fungi" or "spore(s)";
4. caused by neglect in failing to maintain proper nitrogen charge;
5. to property while undergoing any process or while being worked on, where the loss or damage is due to such process or work.

**CO-INSURANCE CLAUSE** - "We" will not pay for a greater proportion of any loss or damage than the amount of insurance bears to 80% of the actual cash value of the property at the time of the loss. "We" agree to waive this clause if the amount of loss in any one occurrence does not exceed \$1,000 or 5% of the amount of insurance, whichever is less.

## **SILAGE BAGS AND BAGGED SILAGE**

**PROPERTY INSURED** - If the "Coverage Summary page" shows an amount of insurance for "your" silage bags and/or silage in bags, "we" insure the bags and/or silage in the bags while on "your" "premises" or elsewhere in the province of Saskatchewan.

### **INSURED PERILS**

**Coverage Code F:** If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against direct loss or damage caused by fire, lightning or explosion of natural, coal or manufactured gas.

**Coverage Code FEC:** If the "Coverage Summary page" specifies Coverage Code FEC, "you" are insured against direct loss or damage caused by the following perils as defined and limited:

1. Fire, lightning, or explosion;
2. Smoke: This peril means smoke due to a sudden, unusual and faulty operation of a heating or cooking unit flued to a chimney;
3. Vandalism or Malicious Acts: This peril does not include loss or damage:
  - a. caused by theft or attempted theft;
  - b. caused by any tenant, tenant's guests, employees or members of their household;
  - c. caused by "you" or any member of "your" household;
4. Windstorm or Hail: This peril does not include loss or damage:
  - a. caused directly or indirectly by high water, flood, overflow, waterborne objects, waves or surface ice, whether or not any of these are driven by wind or due to windstorm;
  - b. to silage contained in bags unless the damage occurs concurrently with and results immediately from an opening caused by windstorm or hail;
5. Accidental collision of a vehicle or object; upset of a transporting conveyance and collapse of bridges or culverts;
6. Impact by land vehicle except a vehicle owned or operated by "you" or any person employed by "you".

**EXCLUSIONS** - "We" do not insure loss or damage:

1. occurring before "you" have accepted delivery of the insured property;
2. caused by or resulting from strike, lockout, labour disturbance, riot, civil commotion or the acts of any person or persons taking part in any of these activities;
3. to property while undergoing any process involving the application of heat, where the loss is caused by such application.

We do not insure any consequential loss or damage to silage arising from an "insured peril", except as provided under the "Extension of Coverage" described below, and then only if silage is specifically insured.

**EXTENSION OF COVERAGE** - Without increasing the amount of insurance, "we" will pay for the cost of rebagging silage insured by this coverage, if the rebagging is made necessary because of loss or damage caused by an "insured peril".

**CO-INSURANCE CLAUSE** - "We" will not pay for a greater proportion of any loss than the amount of insurance bears to 80% of the actual cash value of the insured property at the time of the loss. "We" agree to waive this clause if the amount of loss in any one occurrence does not

exceed \$1,000 or 5% of the amount of insurance, whichever is less. If more than one item is insured, this clause will apply separately to each item for which an amount of insurance is shown.

## TOOLS COVERAGE

**PROPERTY INSURED** - If the "Coverage Summary page" shows an amount for tools, "we" insure "your" property or the property of others for which "you" are liable, described for this rider on the "Coverage Summary page" and for which an amount of insurance is shown, while anywhere within the territorial limits of Canada. "We" do not insure:

1. property pertaining to a business, profession or occupation other than farming, unless permission for such use is stated on the "Coverage Summary page";
2. repair parts;
3. farm tools being used for custom work outside the province of Saskatchewan, or while in transit for such purpose, unless permission is shown on the "Coverage Summary page";
4. any property illegally imported, transported, acquired, stored or kept.

## INSURED PERILS

**Coverage Code F:** If the "Coverage Summary page" specifies Coverage Code F, "you" are insured against direct loss or damage caused by fire, lightning or explosion of natural, coal or manufactured gas.

**Coverage Code X535:** If the "Coverage Summary page" specifies Rider X535, "you" are insured against direct physical loss or damage from any external cause.

Tools insured on a blanket basis are subject to a limit of \$2,500 on an individual item.

**EXCLUSIONS** - "We" do not insure loss or damage caused directly or indirectly by or resulting from:

1. unexplained loss or mysterious disappearance of property;
2. wear and tear, inherent vice, derangement, defect or mechanical breakdown;
3. dampness of atmosphere, extremes of temperature, deterioration, contamination, vermin, insects, rodents, rust, corrosion, "fungi", "spore(s)", staining or freezing;
4. any process or work being performed on the insured property, including any repairing, adjusting or servicing, but if fire or explosion results, "we" will pay for the damage caused by the fire or explosion;
5. electrical currents, other than lightning, which damage electrical devices (including wiring). If, however, a fire results, "we" will pay for the fire damage.

**BASIS OF SETTLEMENT** - "We" agree to pay any loss insured by this coverage on the basis of replacement cost subject to the policy limits, provided that:

1. the property at the time of loss was usable for its original purpose and is not obsolete;
2. you have repaired or replaced the property promptly. Otherwise the basis of claim payment in the policy will apply as if this coverage had not been in effect;
3. the "Coverage Summary page" does not indicate that Actual Cash Value has been applied to the item.

## SECTION III - LIABILITY COVERAGES

### PART I - PERSONAL AND FARM LIABILITY

#### DEFINITIONS (applicable to Section III Part 1)

"You" and "Your" have the same meaning as defined on page 1 and also include:

1. If the "named insured" is a partnership or joint venture, its partners or members, but only with respect to their duties as such in connection with the "Named insured's" "farming" operations. No person or organization is insured with respect to the conduct of any current or past partnership or joint venture unless shown as a "named insured."
2. If the "named insured" is an organization other than a partnership or joint venture, any director, executive officer or shareholder of the organization, but only while acting within the scope of his or her duties as such in connection with the "named insured's" "farming" operations.

3. Any "residence employee" or "farm employee" of the "named insured" while engaged in his or her duties as such. No employee is insured for claims arising out of "bodily injury" to another person insured by this policy.
4. Any person while providing "volunteer" assistance, without remuneration, in the "farming" operations of the "named insured".
5. Any person or organization legally responsible for livestock or watercraft owned by an "insured", but only in so far as:
  - a. the insurance under this policy applies to occurrences involving the livestock or watercraft;
  - b. that person's or organization's custody or use of the livestock or watercraft does not involve "business"; and
  - c. that person or organization has the custody or use of the livestock or watercraft with the owner's permission
6. In the event of the death of the "named insured":
  - a. the "named insured's" legal representative having temporary custody of the "insured premises";
  - b. any person who was an "insured" prior to the "named insured's" death, but only while residing on the "insured premises."
7. Any person or organization named as an "additional insured" on the "Coverage Summary page".

**"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Action" includes:

- (a) An arbitration proceeding in which such "compensatory damages" are claimed and to which the "insured" must submit or does submit with "our" consent; or
- (b) Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the "insured" submits with "our" consent.

**"Bodily Injury"** means bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person.

**"Business"** means any continuous or regular pursuit undertaken for financial gain, including a trade, profession or occupation, but does not include "farming." "Business" does not apply to the temporary or part time "business" pursuits of an insured person under the age of 21 years.

**"Business Property"** means "premises" or property on which a "business" is conducted and "premises" or property rented in whole or part to others or held for rent by you.

**"Compensatory Damages"** means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages.

**"Completed Operations Hazard"** means any "bodily injury" or "Property Damage" arising out of operations, but only if the "bodily injury" or "Property Damage" occurs after such operations had been completed or abandoned and occurs away from "premises" owned, rented or controlled by you. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed. The "Completed Operations Hazard" shall not include "bodily injury" or "Property Damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

**"Custom Farming"** means the ownership, maintenance, or operation of farm machinery or implements for others for a charge or remuneration or performance of any farm related work for others for a charge or remuneration if "your" annual gross receipts for these activities equal or exceed \$10,000. Occasional farm work "you" do for others in return for their work for "you" or crop-share or similar agreements are not considered to be "Custom Farming."

**"Data"** means representations of information or concepts, in any form.

**"Farm Employee"** means a person employed by "you" to perform duties principally connected with "your" "Farming" activities outside of "your" dwelling. This does not include, if living in "your" household, "your" spouse, whether common-law or otherwise, the relative of either of "you" or any person under the age of 21 in "your" care.

**"Farming"** means the ownership, maintenance or use of "premises" or machinery for the production of crops or the raising or care of livestock including all necessary related operations. "Farming" also includes beekeeping operations and the operation of roadside stands and farm markets maintained principally for the sale of "your" own farm products.

**"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic, or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.

**"Insured"** refers to any person or organization included in the definition of "you" in this Section III, Part 1.

**"Motor Vehicle"** means a land motor vehicle, trailer or semi-trailer (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following:

1. a utility, boat, camp or home trailer;
2. a motorized wheelchair;
3. a "Recreational Vehicle";
4. a crawler or farm type tractor;
5. a farm implement;
6. if not required to be registered under any government authority, any equipment which is designed for use principally off public roads.

**"Named Insured"** means the person or organization named as the insured on the "Coverage Summary page", but this does not include a person or organization named as an "Additional Insured".

**"Named Insured's Products"** means goods or products sold, handled or distributed by the "Named Insured" or by others trading under his or her name, but does not include any property rented to or loaned for the use of others but not sold.

**"Occurrence"** means an accident, including continuous or repeated exposure to the same general harmful conditions.

**"Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including vapour, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

**"Premises"** and **"Insured Premises"** means the premises at the location(s) described on the "Coverage Summary page" where the person(s) named as the insured on the "Coverage Summary page", or his or her spouse, maintains a residence and/or conducts "farming" operations. It also includes:

1. any other residential premises shown on the "Coverage Summary page" where an additional premium has been paid, except "business property";
2. other land "you" use for "farming" operations within the province of Saskatchewan or in the provinces of Alberta or Manitoba and within 25 miles of the Saskatchewan border;
3. land within the province of Saskatchewan where an independent contractor is building a one, two or three-family residence to be occupied by "you";
4. individual or family cemetery plots or burial vaults;
5. premises "you" are temporarily using or where "you" are temporarily residing if "you" do not own such premises or "you" are not under any lessee or tenant agreement which is longer than 90 consecutive days;
6. "vacant" land within the province of Saskatchewan "you" own or rent, excluding farm land;
7. "premises" in Saskatchewan to be occupied by "you" as "your" principal residence from the date "you" acquire ownership or take possession but not beyond the earliest of:
  - a. 30 consecutive days;
  - b. the date the policy expires or is terminated;
  - c. the date upon which specific liability insurance is arranged for such "premises".

**"Product Hazard"** means "bodily injury" or "property damage" arising out of the consumption, handling or use of goods or products sold, handled or distributed by you, if the consumption, handling or use occurs away from "your" premises and after "you" have relinquished possession of the goods or products.

**"Property Damage"** means physical injury to, or destruction of tangible property including resulting loss of use of this property.

**"Recreational Vehicle"** means a land motor vehicle designed for recreational use off public roads, and not required to be registered under any government authority.

**"Residence Employee"** means a person employed by you, other than a "Farm Employee", to perform exclusively household or domestic duties in connection with the maintenance or use of "your" farm "dwelling". This does not include, if living in "your" household, "your" spouse,

whether common-law or otherwise, the relatives of either of "you" or any person under the age of 21 in "your" care.

**"Residence Premises"** means:

1. a one or two family "dwelling" where "you" maintain a residence, or,
2. that portion of any other building "you" occupy temporarily or permanently as a place of residence.

**"Spore(s)"** includes, but is not limited to, any reproductive particle of microscopic fragment produced by, emitted from or arising out of any "fungi".

**"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

## COVERAGES

We provide the insurance described in Coverages A, B and C only if "Farm Liability" is shown on the "Coverage Summary page". The insurance described in this Part 1 applies only to accidents or "Occurrences" which take place during the term of this policy. If "you" have a personal insurance policy issued by us, this Part 1 replaces Section II of the personal insurance policy.

### COVERAGE A - LEGAL LIABILITY

We will pay all sums which "you" become legally liable to pay as "compensatory damages" because of unintentional "bodily injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the "Coverage Summary page" for "Farm Liability" is the maximum amount "we" will pay under one or more sections of Coverage A for all "compensatory damages" in respect of one accident or "Occurrence" regardless of the number of:

1. Insured persons;
2. Claims made or "actions" brought; or
3. Persons or organizations making claims or bringing "actions".

If there is a claim payable under Coverage A for which "you" are insured by "us" under more than one policy, "we" will pay up to the highest limit available under any one policy. The amounts of insurance specified for the individual policies may not be combined. "You" are insured for claims made against "you" arising from:

1. **Personal Liability** - "Bodily injury" or "Property Damage" arising out of "your" personal "actions" anywhere in the world, if "you" are an individual person (not a partnership, joint venture, corporation or other organization.)
2. **Premises Liability** - "Bodily injury" or "Property Damage" arising out of "your" ownership, use or occupancy of the "Insured Premises".
3. **Farm Operations Liability** - "Bodily injury" or "Property Damage" arising out of "your" "Farming" operations within the province of Saskatchewan or in the provinces of Alberta or Manitoba and within 25 miles of the Saskatchewan border.
4. **Tenants Legal Liability** - unintentional "Property Damage" to:
  - a. "Residence Premises", including their contents, which "you" do not own and which "you" are using, renting or have in "your" care, custody or control, and
  - b. Buildings or structures (other than "Residence Premises") on the "Insured Premises" which "you" do not own and which "you" are using, renting or have in "your" care, custody or control,
  - c. If the "Property Damage" is caused by:
    - 1) fire,
    - 2) explosion or implosion;
    - 3) smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces,
    - 4) and only in the case of "Property Damage" to "Residence Premises" or their contents, water escape from a heating, plumbing, sprinkler or air conditioning system, waterbed or "domestic appliance". If "you" have been away from the premises for more than **ten** consecutive days, "you" must arrange for a competent person to enter the premises daily to ensure that the heating was being maintained or "you" must shut off the water supply and drain all the pipes and appliances, or

- 5) "you" must have "your" "dwelling" electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal for this coverage to apply.
- 6) Impact by a land vehicle

You are not insured for liability "you" have assumed by contract unless "your" legal liability would have applied even if no contract had been in force. This insurance does not apply to premises or their contents "you" are using for "business" purposes.

5. **Employer's Liability** - "Bodily injury" to:

- a. a "Residence Employee" arising out of and in the course of his or her employment by "you" and;
- b. a "Farm Employee" arising out of and in the course of his or her employment by you, **but only if "Employer's Liability is shown on the "Coverage Summary page".** If "Employer's Liability" is not shown, "you" are not insured for "bodily injury" to a "Farm Employee". "you" are not insured for any liability imposed upon or assumed by "you" under any Worker's compensation or similar law.

You are not insured for any liability assumed by "you" under any contract or agreement. "You" are not insured for claims made against "you" for "bodily injury" to a person employed by "you" in violation of any law relating to age.

6. **Contractual Liability** - "Bodily injury" or "Property Damage" for which "you" are obligated to pay "compensatory damages" because, prior to the occurrence for which the claim is made, "you" assumed liability of others in a written contract or agreement pertaining to the "Insured Premises". This does not apply to "Tenant's Legal Liability" (coverage A4) or "Employer's Liability" (coverage A5). "You" are not insured for liability assumed in any contract or agreement:

- a. Where "you" assume liability for the sole negligence of the other party or parties to the contract or agreement; or
- b. In connection with any "Business" or "Business" use of the premises.

**DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS** - "We" will defend "you" against any suit which makes claims against "you" for which "you" are insured under Coverage A and which alleges "Bodily injury" or "Property Damage" and seeks compensatory damages, even if it is groundless, false or fraudulent. "We" reserve the right to investigate, negotiate and settle any claim or suit if "we" decide this is appropriate. In addition to the limit of insurance under Coverage A, "we" will pay:

1. all expenses which "we" incur;
2. all costs charged against "you" in any suit insured under Coverage A;
3. any interest accruing after judgement on that part of the judgement which is within the amount of insurance of Coverage A;
4. premiums for appeal bonds required in any insured law suit involving "you" and bonds to release any property that is being held as security, up to the amount of insurance, but "we" are not obligated to apply for or provide these bonds;
5. expenses which "you" have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this policy;
6. reasonable expenses, except loss of earnings, which "you" incur at our request.

**EXCLUSIONS**

The insurance under Coverage A does not apply to:

1. "Bodily injury" or "Property Damage" arising out of any "Business" of an "Insured", any "Business" use of the "Insured Premises" or any "Business Property", except as specified on the "Coverage Summary page".
2. "Bodily injury" or "Property Damage" arising out of the rendering or the failure to render professional services.
3. "Bodily injury" or "Property Damage" arising out of premises owned, rented or controlled by you, other than the "Insured Premises", but this exclusion does not apply to:
  - a. "Employer's Liability" as described in Coverage A, item 5 in this section of the policy;
  - b. the grazing of "your" livestock on premises other than the "Insured Premises";
  - c. farm or residential premises "you" purchase or lease during the term of this policy, provided "you" notify "us" of these premises within 14 days from the date "you" acquire them and they are added as "Insured Premises".



4. a. "Bodily injury" or "Property Damage" arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants:
  - 1) at or from premises owned, rented or occupied by you;
  - 2) at or from any site or location used by or for "you" or others for the handling, storage, disposal, processing or treatment of waste;
  - 3) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by "you" or for "you" or any person or organization for whom "you" may be legally responsible; or
  - 4) 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:
    - (a) if the pollutants are brought on or to the site or location in connection with such operations; or
    - (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants;
- b. any liability of an "Insured" for any loss, cost or expense arising out of any government direction or request that an "Insured" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;
- c. fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

Sub-paragraphs 1) and 4) (a) of paragraph a. of this exclusion do not apply to "bodily injury" or "Property Damage" caused by heat, smoke or fumes from a "hostile fire" meaning a fire which becomes uncontrollable or breaks out from where it was intended to be. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Waste" includes materials to be recycled, reconditioned or reclaimed.

5. "Bodily injury" or "Property Damage" arising out of the application of chemicals or fertilizers or any spraying operations away from the "Insured Premises".
6. "Bodily injury" or "Property Damage" arising out of any substance released or discharged from any aircraft, including the release of any substance in connection with crop spraying operations.
7. "Bodily injury" or "Property Damage" arising out of the ownership, maintenance, use, operation, loading or unloading of:
  - a. any air cushion vehicle or any aircraft; or
  - b. any "Motor Vehicle" owned or operated by, rented, leased or loaned to you, but this does not apply to "bodily injury" or "Property Damage" occurring on the "Insured Premises" if the "Motor Vehicle" is not required to be registered under any government authority because it is used exclusively on the "Insured Premises" or kept in dead storage on the "Insured Premises"; or
  - c. any "Recreational Vehicle" owned by "you" if the "bodily injury" or "Property Damage" occurs away from the "Insured Premises", but this does not include golf carts while being used for golfing purposes or while in storage.
  - d. any "Recreational Vehicle" owned by "you" if it is being operated in a manner contrary to the provisions of the All Terrain Vehicles Act (Sask.)

Exclusions 7 item b. and 7 item c. do not apply to "Employer's Liability" as described in Coverage A item 5 in this section of the policy.

8. "Bodily injury" or "Property Damage" arising out of the ownership, existence, use, operation or entrustment to others of any premises, including the "Insured Premises", for the purpose of an airport or aircraft landing facility and all necessary or incidental operations.
9. "Bodily injury" or "Property Damage" arising out of the ownership, maintenance, operation, use, entrustment to others, loading or unloading of any watercraft except those for which coverage is provided under "Watercraft Liability" described in the "Coverage A Extensions" in this section of the policy. This exclusion does not apply to:
  - a. "Bodily injury" or "Property Damage" occurring on the "Insured Premises"; or
  - b. "Employer's Liability" as described in Coverage A item 5 in this section of the policy.
10. "Bodily injury" or "Property Damage" arising out of "Custom Farming" unless otherwise stated on the "Coverage Summary page" and a premium charged for it.

11. "Bodily injury" or "Property Damage" arising out of the ownership, maintenance, operation, use, entrustment to others loading or unloading of any self-propelled land vehicle while being used in any pre-arranged or organized racing, speed, demolition, tractor pull or similar contest or in any stunting activity or in practice or preparation for any such contest or activity.
12. "Bodily injury" or "Property Damage" caused by any intentional or criminal act or intentional or criminal failure to act by an "Insured" or at the direction of an "Insured".
13. "Bodily injury" or "Property Damage" arising out of the "Products Hazard", but this exclusion shall not apply to "your" farm products other than:
  - a. Manufactured products including fertilizers, weed sprays, pesticides and other farm chemicals and;
  - b. Blended or processed seeds or feed.
14. "Bodily injury" or "Property Damage" arising out of the ownership, use, or operation, loading or unloading, or the entrustment to others, by or on behalf of an "Insured" of:
  - a. any draft or saddle animal or attached conveyance:
    - 1) for charge or remuneration; or
    - 2) while entrusted to others; or
    - 3) for the carrying of passengers for hire or gain or under any other arrangement;
  - b. any premises for the purpose of boarding facilities, riding stables, riding arena or academy; or
  - c. horses off the "Insured Premises" while on the grounds of any racetrack or any premises for race or rodeo, but this does not apply to grazing away from the "Insured Premises"
  - d. any premises for the purpose of any rodeo, any draft or saddle animal race, or any gymkhana or similar equestrian event or activity; unless coverage is shown on the Cover Summary Page.
15. "Bodily injury" arising out of the transmission of a communicable or sexually transmitted disease by you.
16. "Bodily injury" arising out of any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly by:
  - a. any person or named "insured" who is insured by this policy;
  - b. any person or named "insured" who is insured by this policy having knowledge of such an activity taking place;
  - c. any person or named "insured" who is insured by this policy failing to prevent such activity from taking place;
  - d. or at the direction of any person or any named "insured" who is insured by this policy.
17. "Bodily injury" to:
  - a. any "Insured" or
  - b. any person regularly residing on the "Insured Premises" except for which coverage is provided under "Employer's Liability" described in Coverage A item 5 of this section of the policy, or
  - c. any person while engaged in alteration, demolition or new construction operations of an "Insured".

This exclusion does not apply to any person while providing voluntary assistance with "your" "farming" operations and who does work for "you" for which no remuneration is made, given or contemplated.
18. "Bodily injury" to an employee, if the "bodily injury" arises out of and in the course of his or her duties as "your" employee, except as provided for under "Employer's Liability" described in Coverage A item 5 in this section of the policy.
19. Any obligation for which "you" or "your" insurer may be held liable under any Worker's Compensation law or employment insurance compensation law or any similar law.
20. "Bodily injury" sustained by any person to whom benefits are payable under any Worker's Compensation Law because of the "bodily injury".
21. "Bodily injury" arising out of the ownership, use or maintenance of a swimming pool on the "Insured Premises" unless "swimming pool liability" is shown on the "Coverage Summary page" and an additional premium is charged for it.
22. "Property Damage" to:
  - a. property "you" own, use, occupy or lease or;

- b. property in "your" care, custody or control.  
This exclusion does not apply to "Tenants Legal Liability" as described in Coverage A item 4 in this section of the policy.
23. "Property Damage" to personal property or fixtures as a result of any work done on them by "you" or anyone on "your" behalf.
  24. "Property Damage" to products manufactured, sold, handled or distributed by you, or work performed by or for you, arising out of "your" products or work or any part of them.
  25. Loss of use of tangible property which has not been physically injured or destroyed resulting from:
    - a. a delay in or lack of performance by or on behalf of the "Named Insured" of any contract or agreement, or;
    - b. the failure of the "Named Insured's Products" or work performed by or on behalf of the "Named Insured" to meet the level of performance, quality, fitness or durability warranted or represented by the "Named Insured".
  26. "Property Damage" caused by an "Insured" while unlawfully on the premises of others, or for an "Insured's" obligation to share "compensatory damages" with any other person or persons for "Property Damage" occurring while such other person or persons are unlawfully on the premises of others.
  27. "Bodily injury" or "Property Damage" caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.
  28. "Bodily injury" or "Property Damage" with respect to which an "Insured" is also insured under a contract of nuclear energy liability insurance (whether the "Insured" is named or not in such contract and whether or not it is legally enforceable by the "Insured") issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
  29. "Bodily injury" or "Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.
  30. "Bodily injury" or "Property Damage" when automotive anti-freeze has been used in a hydronic yard furnace.
  31. Coverage A – Legal Liability, item 1. Personal Liability, item 2. Premises Liability, item 3. Farm Operations Liability and item 4. Tenants Legal Liability do not apply to any "bodily injury" or "Property Damage" arising out of the erasure, destruction, corruption, misappropriation or misinterpretation of "data"; or erroneously creating, amending, entering, deleting or using "data"; including any loss of use arising therefrom. "Data" means representations of information or concepts, in any form.
  32. "Bodily injury" or "Property Damage" arising out of any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expenses directly or indirectly caused by resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damages, cost or expense.
  33. "Bodily injury" or "Property Damage" caused directly or indirectly by an animal "you" own or for which "you" are responsible and which, prior to the occurrence which gives rise to the claim, has been declared under any law, by-law or municipal ordinance to be a dangerous animal.
  34. The distribution or display of "data" by means of an Internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data";
  35. Coaching of or officiating at sporting activities or events for which "you" receive remuneration;
  36. a. Any "bodily injury", "Property Damage", loss, cost or expense, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of "Fungi" or "Spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup,

contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "Fungi" or "Spores"; or any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with 36. a. above or;

- c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in 36. a. or b. above.
37. "Bodily injury" or "Property Damage" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

#### COVERAGE A EXTENSIONS

You are also insured for claims made against "you" arising from the following:

##### Watercraft Liability

- a. **Watercraft "you" own:** "You" are insured against claims arising out of "your" ownership, use or operation of watercraft, but only if the watercraft is less than 8 meters (26 feet) in length and:
- 1) is equipped with an outboard motor or motors of not more than **19kw (25 HP)** in total when used with or on a single watercraft, or
  - 2) has an inboard or an inboard-outboard motor of not more than 38 kW (50 HP).
- If "you" own any motors or watercraft that exceed the motor power or length stated above and are not Jet Propelled Personal Watercraft, "you" are insured only if "Watercraft Liability Extension" is shown on the "Coverage Summary page".
- If "you" acquire any of these (other than a Jet Propelled Personal Watercraft) after the effective date of this policy, "you" will be insured automatically for a period of thirty days only from the date of their acquisition. "You" are not insured for claims arising out of the ownership, use or operation of any Jet Propelled Personal Watercraft "you" own.
- b. **Watercraft "you" do not own:** "You" are insured against claims arising out of "your" use or operation of watercraft which "you" do not own, provided:
- 1) the watercraft is being operated with the owner's consent;
  - 2) the watercraft is not owned by anyone included in the definition of "you" or "your" as it applies to this section of the policy.

You are not insured for damage to the watercraft itself.

- c. **Watercraft Uses "We" Do Not Insure:** "We" do not insure claims made against "you" arising from the use or operation of any watercraft, whether owned by "you" or not, while it is:
- 1) being used for carrying passengers for compensation;
  - 2) being used in any race or speed test or speed contest other than a sailboat;
  - 3) rented by "you" to others;
  - 4) being operated or controlled by "you" while "you" are under the influence of intoxicating liquor or drugs to such an extent as to be incapable of the proper operation or control of the watercraft;
  - 5) being operated or controlled by "you" while "your" alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - 6) when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

##### Motorized Vehicle Liability

- a. **Vehicles "you" own:** "You" are insured against claims arising out of "your" ownership, use or operation of the following, including their trailers and attachments:
- 1) motorized lawn mowers, snow blowers, lawn and garden-type tractors used or operated mainly on "your" property, provided they are not used for compensation or hire;
  - 2) motorized golf carts and motorized wheelchairs and motorized scooters having more than two wheels and specifically designed for carrying a person who has a physical disability ;

- 3) while on the insured premises, recreational vehicles if they are designed for use off public roads and are not required to be registered under any government authority.
  - 4) electric bicycles with pedals, not more than 500 watts and not exceeding 32 km per hour,
  - 5) electric or battery powered children's toys with a maximum speed of 8 km per hour subject to Special Limits of Insurance).
  - 6) "Personal Transporters".
- b. **Vehicles "you" do not own:** "You" are insured against claims arising out of "your" use or operation of any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, including their trailers, which "you" do not own, provided that:
- 1) the vehicle is not required to be registered under any government authority and is designed primarily for use off public roads;
  - 2) "you" are not using it for "business" or organized racing;
  - 3) the vehicle is being used or operated with the owner's consent;
  - 4) the vehicle is not owned by anyone included in the definition of "you" or "your" as it applies to Section II of this policy.

You are not insured for damage to the vehicle itself.

### **COVERAGE A ENDORSEMENTS**

The endorsements described below apply only if they are indicated on the "Coverage Summary page". Except as provided by these endorsements, all terms, exclusions, limitations and conditions applicable to Section III of this policy remain unchanged.

#### **Form F-407 - Cross Liability Coverage**

If the "Coverage Summary page" indicates that Form F407 - Cross Liability Coverage is included, the insurance under Coverage A applies separately to each "Insured" against whom claim is made or suit is brought, in the same manner and to the same extent as though a separate policy had been issued to each "Insured"; but this does not apply where a claim is made or suit is brought against an "Insured" by another "Insured" who was living in the same household at the time of the occurrence of the "bodily injury" or "Property Damage" out of which the claim or suit arises. This coverage shall not operate to increase the amount of insurance beyond the amount applicable to Coverage A which would apply if only one person or interest were insured.

#### **Form X-600 - Limitation of Liability Coverage**

If the "Coverage Summary page" indicates that this limitation applies, the insurance under Coverage A is limited to insure only against "bodily injury" or "Property Damage" arising out of "your" ownership, use or occupancy of "Insured Premises" located in the province of Saskatchewan only and "Farming" operations within the province of Saskatchewan. All other insurance under Coverage A is deleted.

#### **Form X-602 - Limitation of Liability Coverage**

If the "Coverage Summary page" indicates that this limitation applies, the insurance under Coverage A is limited to insure against "Premises Liability" (Coverage A item 2) and "Farm Operations Liability" (Coverage A item 3) only. All other insurance under Coverage A is deleted.

#### **Form X-603 - Boarding or Training of Horses Coverage**

If the "Coverage Summary page" indicates that this coverage applies, "you" are insured under Coverage A for claims made against "you" for "bodily injury" or "Property Damage" arising out of the use of the "Insured Premises" to board or train horses. "You" are not insured for "bodily injury" or "Property Damage" arising out of riding instruction, rental horses, rodeos, contests or other horse shows or the practice or preparation of any such activity; or the use of the "Insured Premises" for the horse sales or auction, veterinary stables, livery stables, racing stables or dude ranches.

### **COVERAGE B - VOLUNTARY MEDICAL PAYMENTS**

We will pay reasonable medical expenses, incurred within one year of the date of the accident, if "you" unintentionally injure another person or if they are accidentally injured on the "Insured Premises". This coverage is available even though "you" are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. Medical expenses for "Residence Employees" are included. The most "we" will pay for each person in respect of one accident or occurrence is shown on the "Coverage Summary page".

"We" will not pay expenses covered by any medical, dental, surgical or hospitalization plan or law or under any other insurance contract. "We" will not pay "your" medical expenses or those of persons residing with you, other than "Residence Employees". "We" will not pay medical expenses of any person covered by any worker's compensation statute. "We" will not pay medical expenses for any "Bodily injury" excluded under Coverage A. "You" shall arrange for the injured person, if requested, to:

1. give us, as soon as possible, written proof of claim, under oath if requested;
2. submit to physical examination at our expense by doctors "we" select, as often as "we" may reasonably require;
3. authorize "us" to obtain medical and other records.

Proofs and authorizations may be given by someone acting on behalf of the injured person.

### **COVERAGE C - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY**

We will pay up to the limit shown on the "Coverage Summary page" for unintentional damage "you" cause to property even though "you" are not legally liable. "You" may also use this coverage to reimburse others for direct "Property Damage" caused intentionally by anyone included in the definition of "you" or "your" in this section of the policy who is 12 years of age or under. The insurance under this coverage does not apply to:

1. any "Property Damage" excluded under Coverage A;
2. loss or damage arising out of the use or operation of any "Farm Implement", "Recreational Vehicle" or watercraft;
3. loss or damage to property "you" or "your" tenants own or rent;
4. loss of use, disappearance or theft of property.

**Basis of Payment:** "We" will not pay more than the Actual Cash Value of the property at the time of the loss or what it would cost to repair or replace the property with materials of similar quality, whichever is less, but in no event will "we" pay more than the amount shown on the "Coverage Summary page" for any one accident or occurrence. "We" may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with "you" or the owner of the property. "We" may take over any salvage if "we" wish. Within 60 days after the loss, "you" must submit to "us" (under oath if required) a Proof of Loss Form containing the following information:

1. the amount, place, time and cause of loss;
2. the interest of all persons in the property affected;
3. the actual cash value of the property at the time of the loss.

If necessary, "you" must help "us" verify the damage.

### **COVERAGE D - VOLUNTARY COMPENSATION**

We provide the insurance described in the coverage only if F401 is shown on the "Coverage Summary page". In the event of an accident causing "bodily injury" or death to a "Farm Employee" arising out of his or her duties as "your" employee, "we" will pay the benefits described below, even though "you" are not legally liable. This insurance applies only to accidents, which occur during the term of this policy. If the injured employee, or any person claiming or acting on his or her behalf, does not accept these benefits, or sues you, "we" reserve the right to refuse payment. An employee who accepts these benefits must sign a release giving up any right to sue "you" and must give "us" an assignment of his or her right to recover from anyone, other than you, who is responsible for the employee's injury or death.

To be eligible for benefits an employee must, if requested:

1. submit to physical examination at our expense by doctors "we" select, as often as "we" may reasonably require and;
2. authorize "us" to obtain medical and other records.

**EXCLUSIONS - "We" will not pay benefits:**

1. unless "your" employee was actually performing duties for you, outside "your" residence, when the accident happened;
2. for any hernia however caused;
3. for "bodily injury" arising out of an automobile accident.

**SCHEDULE OF BENEFITS**

**Additional Definitions:** As used in this coverage, "Weekly Indemnity" means two-thirds of the injured employee's weekly wage as it was at the time of the accident, subject to a maximum of the limit per week, as shown on the "Coverage Summary page".

**Medical Expenses -** "We" will pay necessary medical, surgical, pharmaceutical and hospital expenses in accordance with the scale of payments provided by the Saskatchewan Worker's Compensation Board and ambulance expenses, up to \$500 in all, during the period of 26 weeks following the date of the accident. "We" have the right to select or approve the doctor, druggist or hospital whose services are used. "We" will also pay the cost of supplying or renewing prosthetic or orthopedic appliances made necessary by the accident, for a period of 52 weeks from the date of the accident. "We" will not pay expenses covered by any medical, dental, surgical or hospitalization plan or law. "We" will not pay medical expenses of any person covered by any Worker's Compensation statute.

**Loss of Life -** If within a period of six months from the date of the accident "your" employee dies from injuries received in the accident, "we" will pay:

1. to those wholly dependent on the employee, a total of one hundred times the "Weekly Indemnity" in addition to any other benefits payable under this coverage, and;
2. actual funeral expenses up to \$500.

In case of death "we" can require an autopsy before "we" make payment.

**Temporary Total Disability -** If "your" employee becomes totally disabled from injuries received in the accident and cannot work at any job, "we" will pay "Weekly Indemnity" up to 26 weeks from the date of the accident while such disability continues. "We" will not pay for the first seven days unless the disability lasts for six weeks or more.

**Injury Benefits -** If, as a result of the accident, "your" employee suffers the loss of any of the following within 26 weeks of the accident, "we" will pay "Weekly Indemnity" for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability Benefits but no others.

We will not pay more than 100 weeks in total even if the accident results in loss from more than one item. For loss of:

- |    |   |                       |
|----|---|-----------------------|
| A. | one or more of the following:<br>hand or arm or foot or leg | 100 weeks             |
| B. | one finger or toe<br>or more than one finger or toe         | 25 weeks<br>50 weeks  |
| C. | one eye<br>or both eyes                                     | 50 weeks<br>100 weeks |
| D. | hearing of one ear<br>or hearing of both ears               | 25 weeks<br>100 weeks |

**COVERAGE E - JET PROPELLED PERSONAL WATERCRAFT LIABILITY**

We provide the insurance described in this coverage only if an amount of insurance is shown for "Personal Watercraft Liability" on the "Coverage Summary page".

**DEFINITIONS:** (Applicable to Coverage E)

**"Passenger"** means anyone other than the operator, who is in, on, getting onto or alighting from a jet propelled personal watercraft.

**"Underage Operator"** means a person in control of or operating a jet propelled personal watercraft who is 12 years of age or older but not more than 15 years of age.

**COVERAGE -** "You" are insured against claims made against "you" arising from the ownership, use or operation of the jet propelled personal watercraft described for this coverage on the "Coverage Summary page". From hereon "we" will refer to this as "the personal watercraft".

"We" will pay all sums, which "you" become legally liable to pay as "compensatory damages" because of unintentional "bodily injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the "Coverage Summary page" for Jet Propelled Personal Watercraft Liability is the maximum amount "we" will pay for all "compensatory damages" in respect of one accident or occurrence regardless of the number of:

1. injured persons;
2. claims made or "actions" brought; or

3. persons or organizations making claims or bringing actions.

**COVERAGE E EXCLUSIONS** - Loss or damage not insured:

1. You are not insured for claims arising from the ownership, use or operation of the Personal Watercraft Liability while it is:
  - a. being operated or controlled by any person under 16 years of age;
  - b. being operated or controlled by any person while under the influence of any intoxicating substance or whose alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 millilitres of blood;
  - c. carrying passengers for a fee, even if the Passenger Hazard Option is included;
  - d. in a race or speed test;
  - e. rented or leased by "you" to others;
  - f. being used for any illicit or prohibited trade or transportation;
  - g. being used or operated in an area where the use or operation of a jet propelled personal watercraft is restricted or prohibited.
2. You are not insured for claims arising from "bodily injury" to a passenger, unless the Passenger Hazard Option is included.
3. You are not insured for claims when the engine capacity of the personal watercraft exceeds 650 cc;
4. You are not insured for claims arising from "bodily injury" or Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

**OPTIONAL EXTENSION** - The "Coverage Summary page" will show if the following optional extension is included in this coverage and if so, to which personal watercraft they apply. All Coverage E Exclusions apply to these options.

**Passenger Hazard Option:** If the "Coverage Summary page" shows that the Passenger Hazard Option is included, "you" are insured for claims made against "you" because of "bodily injury" to a passenger arising out of the ownership use or operation of the personal watercraft. "You" are not insured for claims because of "bodily injury" which occurs when the seating capacity of the personal watercraft, as established by the manufacturer, has been exceeded, or while their personal watercraft is being operated or controlled by anyone under the age of 16 years. This means that "you" may not allow an operator under the age of 16 years to carry passengers on the personal watercraft.

**COVERAGE F - ALL TERRAIN VEHICLE LIABILITY**

We provide the insurance described in this coverage only if an amount of insurance is shown for "All Terrain Vehicle Liability" on the "Coverage Summary page".

**DEFINITIONS: (Applicable to Coverage F)**

"Passenger" means anyone, other than the operator, who is in, on, getting onto or alighting from an All Terrain Vehicle.

"Underage Operator" means a person in control of or operating an All Terrain Vehicle who is 12 years of age or older but not more than 15 years of age.

**COVERAGE** - "You" are insured against claims made against "you" arising from the ownership, use of or operation of the All Terrain Vehicle described for this coverage on the "Coverage Summary page". From hereon "we" will refer to this as "the All Terrain Vehicle." "We" will pay all sums, which "you" become legally liable to pay as "compensatory damages" because of unintentional "bodily injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the "Coverage Summary page" for All Terrain Vehicle Liability is the maximum amount "we" will pay for all "compensatory damages" in respect of one accident or occurrence, regardless of the number of:

1. insured persons;
2. claims made or "actions" brought; or
3. persons or organizations making claims or bringing "actions".

**COVERAGE F EXCLUSIONS** - Loss or damage not insured:

1. You are not insured for claims arising from the ownership, use or operation of the All Terrain Vehicle while it is:



- a. being operated or controlled by any person under 16 years of age unless the Underage Operator Option is included;
  - b. being operated or controlled by any person under 12 years of age, whether or not the Underage Operator Option is included;
  - c. being operated or controlled by any person while under the influence of any intoxicating substance or whose alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - d. carrying passengers for a fee, even if the Passenger Hazard option is included;
  - e. in a race or speed test;
  - f. rented or leased by "you" to others;
  - g. being used for any illicit or prohibited trade or transportation;
  - h. being operated in a manner contrary to the provisions of the All Terrain Vehicles Act (Sask.).
2. You are not insured for claims arising from "bodily injury" to a passenger, unless the Passenger Hazard option is included.

**OPTIONAL EXTENSIONS** - The "Coverage Summary page" will show which, if either, of the following optional extensions are included in this coverage, and if so, to which All Terrain Vehicle they apply. All Coverage F Exclusions apply to these options.

**Passenger Hazard Option:** if the "Coverage Summary page" shows that the Passenger Hazard Option is included, "you" are insured for claims made against "you" because of "bodily injury" to a "Passenger" arising out of the ownership use or operation of the All Terrain Vehicle. "You" are not insured for claims because of "bodily injury" which occurs when the seating capacity of the All Terrain Vehicle, as established by the manufacturer, has been exceeded.

**Underage Operator Option:** If the "Coverage Summary page" shows that the Underage Operator option is included, "you" are insured for claims made against "you" because of "bodily injury" and "Property Damage" arising from the ownership use or operation of the All Terrain Vehicle while it is being operated by an "Underage Operator".

**DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS - Applicable to Coverage E and F** - "We" will defend "you" against any suit, which makes claims against "you" for which "you" are insured under Coverage E or Coverage F and which alleges "bodily injury" or "Property Damage" and seeks compensatory damages, even if it is groundless, false or fraudulent. "We" reserve the right to investigate, negotiate and settle any claim or suit if "we" decide this is appropriate. In addition to the applicable limit of insurance, "we" will pay:

1. all expenses which "we" incur;
2. all costs charged against "you" in any suit insured under Coverage E or Coverage F;
3. any interest accruing after judgement on that part of the judgement which is within the applicable amount of insurance;
4. premiums for appeal bonds required in any insured law suit involving "you" and bonds to release any property that is being held as security, up to the amount of insurance, but "we" are not obligated to apply for or provide these bonds;
5. expenses which "you" have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this policy;
6. reasonable expenses, except loss of earnings, which "you" incur at our request.

**CONDITIONS - Applicable to coverage A, B, C, D, E and F**

**Notice of accident or occurrence:** When an accident or occurrence takes place, "you" must promptly give "us" notice (in writing if required). The notice must include:

1. your name and policy number;
2. the time, place and circumstances of the accident;
3. the names and addresses of witnesses and potential claimants.

**Co-operation:** "You" are required to:

1. help "us" obtain witnesses, information and evidence about the accident and co-operate with "us" in any legal "action" if "we" ask you;
2. immediately send "us" everything received in writing concerning the claim including legal documents.

**Unauthorized Settlements - coverages A, D, E and F:** "You" shall not, except at "your" cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of the accident.

**"Action" Against Us - Coverages A, E and F:** "You" shall not bring suit against "us" until "you" have fully complied with all the terms of this policy, nor until the amount of "you" obligation to pay has been finally determined, either by judgement against "you" or by an agreement which has our consent.

**"Action" Against Us - Coverages B, C and D:** "You" shall not bring suit against "us" until "you" have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

**Payment of Claim - Coverages B, C and D:** Payment by "us" under any of these coverages is not an admission of liability by "you" or us.

**Insurance Under More Than One Policy:** If "you" have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, our policy will be considered excess insurance and "we" will not pay any loss or claim until the amount of such other insurance is used up. However, if "you" have other insurance with "us" which applies to a loss or claim, "we" will only pay up to the highest limit available under any one of our policies.

**Deductible** – Our obligation under Coverage A – Legal Liability to pay "compensatory damages" on "your" behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated on the "Coverage Summary page". The limits of insurance applicable to "each occurrence" for "Property Damage" and "any one premises" for Tenants' Legal Liability will be reduced by the amount of such deductible. The "Aggregate Limit" for such coverages shall not be reduced by the application of such deductible amount.

The deductible amount stated on the "Coverage Summary page" applies to all "compensatory damages" because of "Property Damage" as the result of any one "occurrence", regardless of the number of people or organizations who sustain "compensatory damages" because of that "occurrence". The terms of this insurance, including those with respect to our right and duty to defend any "action" seeking those compensatory damages; and "your" duties in the event of an "occurrence", claim or "action" apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the "action" taken, "you" shall promptly reimburse "us" for such part of the deductible amount as has been paid by us.

#### **Milk Contamination – Property Damage Deductible Endorsement**

Any payment under Coverage A - Legal Liability, for "Property Damage" arising from contamination of milk will be reduced by a deductible amount as follows:

1. 25% of the total value of such loss or damage, subject to a minimum deductible of \$500 for the first occurrence
2. 50% of the total value of such loss or damage, subject to a minimum deductible of \$500 for any subsequent occurrence

The aggregate limit for such coverages will not be reduced by the application of such deductibles. Our right and duty to defend any "action" seeking "compensatory damages" and "your" duties in the event of an occurrence, claim or "action" apply regardless of the application of the deductible amount. "We" may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the "action" taken, "you" must promptly reimburse "us" for such part of the deductible amount as has been paid.

## **PART 2 - FARMER'S LIMITED POLLUTION LIABILITY INSURANCE**

In this Part 2, the words "**you**" and "**your**" refer to the person(s) names as the Insured on the "Coverage Summary page". The words "**we**", "**us**" and "**our**" refer to My Mutual Insurance Limited. The word "**insured**" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

### **SECTION I - COVERAGES**

#### **I. INSURING AGREEMENTS**

##### **A. "Bodily injury" and "Property Damage"**

1. We will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" or "Property Damage" to which this insurance applies, provided that:
  - a. such "bodily injury" or "Property Damage" is caused by a "pollution incident" which commences during the policy period; and

- b. the claim for such "compensatory damages" is first made against the insured during the policy period or within one year after its termination and reported to "us" in accordance with Section VI – CONDITIONS, item 5. Duties in the Event of "Pollution Incident", Claim or "Action".

A claim by a person or organization seeking "compensatory damages" will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.

All claims for "compensatory damages" because of "bodily injury" or "Property Damage" sustained by any one person or organization as a result of any one "pollution incident" shall be deemed to have been made at the time the first of those claims is made.

2. We have the right and duty to defend claims made or "actions" brought in Canada against the Insured seeking such "compensatory damages" and to pay for the "defense expense". This right and duty is limited as described in Section I, 2.

DEFENSE OF CLAIMS OR ACTIONS.

3. Compensatory damages include prejudgment interest awarded against the Insured on that part of the judgement "we" pay.

- B. Clean-up Costs** - "We" will pay the Insured for reasonable and necessary "clean-up costs" incurred by the Insured as a result of the performance by the Insured of an obligation imposed by law on the Insured provided that:

1. such "clean-up costs" are incurred because of "environmental damage" to which this insurance applies; and
2. the "environmental damage" is caused by a "pollution incident" which commences during the policy period and is reported to "us" during the policy period or within 30 days after its termination.

We shall have the right, but not the duty, to participate at our expense in any proceeding seeking to impose legal obligations because of such "environmental damage." Each payment "we" make for compensatory damages, "defense expense" or "clean-up costs" reduces the amount of insurance available, as provided under SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE.

We have no obligation under this insurance to make payments or to perform acts or services except as provided for above.

## II. DEFENSE OF CLAIMS OR ACTIONS

- A. We have the right and duty to defend claims made or "actions" brought in Canada against the insured seeking "compensatory damages" payable under this policy for "bodily injury" or "Property Damage". "We" may make:
  1. such investigation of any claim or "actions"; and
  2. such settlements within the applicable amount of insurance available as "we" think appropriate.
- B. Our right and duty to defend such claims or "actions" ends when "we" have used up the amount of insurance available, as provided under SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE. This applies both to claims and "actions" pending at that time and those filed thereafter.
- C. When "we" control the defense for such claims or "actions", "we" will pay for the "defense expense". If by mutual agreement or court order the insured assumed control of the defense before the applicable amount of insurance available is used up, "we" will reimburse the insured for reasonable "defense expense". In either case, however, the amounts "we" pay will reduce the amount of insurance available, as provided under SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

## III. EXCLUSIONS - This insurance does not apply to:

- A. "Bodily injury", "Property Damage" or "clean-up costs" which are expected or intended from the standpoint of any insured;
- B. "Bodily injury", "Property Damage" or "clean-up costs" arising out of a "pollution incident" which "pollution incident" is expected or intended from the standpoint of any insured;

- C. Liability assumed by any insured under any contract or agreement, but this exclusion does not apply to liability that such insured would have in the absence of such contract or agreement;
- D. Any obligation of any insured pursuant to any employment standards law, "Worker's Compensation Law, unemployment insurance law, disability benefits law, occupational health and safety law or any similar law;
- E. 1. "Bodily injury" to an employee of any insured arising out of or in the course of employment by any insured; or any claim for damages by the spouse, child, parent, brother, sister or other dependent of an employee of any insured as a result of "bodily injury" to an employee arising out of or in the course of employment by any insured.

This exclusion applies:

- 1. whether any insured may be liable as an employer or in any other capacity; or
- 2. to any claim for contribution or indemnity by any person, Commission, Board, corporation or organization required to pay "compensatory damages" to an employee of any insured because of "bodily injury" to that employee;
- F. "Property Damage" to or "clean-up costs" at, in or on:
  - 1. any property owned, rented or occupied by an insured;
  - 2. any property loaned to or used by any insured;
  - 3. any property in the care, custody or control of any insured;
  - 4. any property sold, given away or abandoned by any insured;
- G. "Property Damage" to or "clean-up costs" at, in or on any "waste facility";
- H. "Bodily injury", "Property Damage" or "clean-up costs" caused by a "pollution incident" originating at, in or on any "waste facility" or caused by a "pollution incident" arising from or incidental to the delivery, handling, storage, disposal, processing or treatment of waste at, in or on any "waste facility";
- I. "Bodily injury", "Property Damage" or "clean-up costs" that are within the "products completed operations hazard";
- J. "Bodily injury", "Property Damage" or "clean-up costs" caused by a "pollution incident" originating:
  - 1. below the surface of the ground or water; or
  - 2. from "pollutants" which have, at any time, been buried under the surface of the ground or water, and then subsequently exposed by erosion, excavation or other means;
- K. "Bodily injury" in the form of genetic damage or birth defects;
- L. "Bodily injury", "Property Damage", or "clean-up costs" arising out of the ownership, use or operation by or on behalf of any insured of any self propelled land motor vehicle, trailers or semi-trailers while attached to such vehicle or unattached, including accessories and equipment while attached to or mounted on such vehicle, trailers or semi-trailers. This exclusion does not apply to a truck mounted sprayer while carrying out spraying operations on the "insured premises" as defined.
- M. 1. "Bodily injury", "Property Damage" or "clean-up costs" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any insured of:
  - a. any railway rolling stock;
  - b. any watercraft;
  - c. any air cushion vehicle;
  - d. any aircraft; or
- 2. "Bodily injury", "Property Damage" or "clean-up costs" arising out of the ownership, existence, use or operation by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- N. 1. "Bodily injury", "Property Damage" or "clean-up costs" arising out of a "pollution incident" which results from or is attributable to a failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a wilful or deliberate act or omission of any insured;

2. "Clean-up costs" caused by a "pollution incident" if any insured is convicted of an offence under any applicable statute or regulation, relating to the protection of the environment and promulgated by any governmental body, as a result of any Insured's failure to comply with a legal duty to report the "pollution incident" to a governmental body or to take remedial steps after the "pollution incident";
- O. "Bodily injury" or "Property Damage" or "clean-up costs" outside Canada;
- P.
1. Liability imposed by or arising under the Nuclear Liability Act
  2. "Bodily injury", "Property Damage" or clean-up costs" with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
  3. "Bodily injury", "Property Damage" or "clean-up costs" resulting directly or indirectly from the nuclear energy hazard arising from:
    - a. the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured;
    - b. the furnishing by an insured of services, materials, parts or equipment in connection with the planning construction, maintenance, operation or use of any nuclear facility; and
    - c. the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

As used in this policy:

- a. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- b. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- c. The term "nuclear facility" means:
  - 1) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - 2) any equipment or device designed or used for:
    - a) separating the isotopes of plutonium, thorium, and uranium or any one or more of them;
    - b) processing or utilizing spent fuel; or
    - c) handling, processing or packaging waste;
  - 3) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - 4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

d. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

- Q. "Bodily injury", "Property Damage" or "clean-up costs" caused by a "pollution incident" resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power, riot or civil commotion, sabotage or any other act of deliberate destruction of property or terrorism.
- R. "Bodily injury", "Property Damage" or "Clean-up Costs" arising out of the erasure, destruction, corruption, misappropriation or misinterpretation of "data"; or erroneously creating, amending, entering, deleting or using "data"; including any loss of use arising therefrom. "Data" means representations of information or concepts, in any form.
- S. "Bodily injury" or "Property Damage" arising out of any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expenses directly or indirectly caused by resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damages, cost or expense.
- T. "Bodily injury" or "Property Damage" when automotive anti-freeze has been used in a hydronic yard furnace.
- U. "Bodily injury" or "property damage" or "clean-up costs" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "clean-up costs".

IV. **CLARIFICATION OF INTENTION** - For greater certainty in interpreting the insuring agreements, the parties to this policy confirm that the insuring agreements are not intended to apply to:

- A. "Bodily injury", "Property Damage" or "clean-up costs" which result from or are caused by anything other than a "pollution incident";
- B. punitive, aggravated or exemplary damages;
- C. fines or penalties imposed by law.

## SECTION II-WHO IS AN INSURED

- I. If "you" are designated on the "Coverage Summary page" as:
  - A. An individual, "you" and "your" spouse are insureds, but only with respect to the conduct of a "business" of which "you" are the sole owner.
  - B. A partnership or joint venture, "you" are an insured. "Your" members, "your" partners, and their spouses are also insureds, but only with respect to the conduct of "your" "business".
  - C. An organization other than a partnership or joint venture, "you" are an insured. "Your" executive officers and directors are insureds, but only with respect to their duties as "your" officers or directors. "Your" shareholders are also insureds, but only with respect to their liability as shareholders.
- II. Each of the following is also an insured: "Your" employees, other than "your" executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
  - 1. "Bodily injury" to "you" or to a co-employee while in the course of his or her employment; or
  - 2. "Bodily injury" for any person who at the time of injury is entitled to benefits under any Worker's Compensation Law, a disability benefits plan, compensation or employment insurance compensation law or any similar law; or
  - 3. "Property Damage" to property owned or occupied by or rented or loaned to that employee, any of "your" other employees, or any of "your" partners or members (if "you" are a partnership or joint venture).

- B. Any person (other than "your" employee), or any organization while acting as "your" real estate manager.
- C. Any person or organization having proper temporary custody of "your" property if "you" die, but only:
  1. with respect to liability arising out of the maintenance or use of the property and
  2. until "your" legal representative has been appointed.
- D. "Your" legal representative if "you" die, but only with respect to duties as such. That representative will have all "your" rights and duties under this policy.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named insured on the "Coverage Summary page".

## SECTION III-LIMITS OF INSURANCE AND DEDUCTIBLE

### I. AGGREGATE LIMIT

- A. Regardless of the number of insureds under this policy, or the number of persons or organizations who make claims or bring "actions", or the number of claims made or "actions" brought, or the amount of "clean-up costs" incurred, in no event shall our total limit of liability for:
  1. all "clean-up costs" incurred; AND
  2. all "defense expense" for claims and "actions" seeking "compensatory damages" because of "bodily injury" and "Property Damage", or both; AND
  3. all "compensatory damages" because of all "bodily injury" and all "Property Damage" exceed the limit of liability stated on the "Coverage Summary page" as aggregate limit.
- B. Any and all payments made by "us" for such compensatory damages, "clean-up costs" and "defense expense" shall reduce, by the amount of the payment, the limit of liability stated on the Coverage Summary page as aggregate limit. In this policy, the aggregate limit as reduced by any such payment or payments is referred to as the amount of insurance available.
- C. When the aggregate limit stated on the "Coverage Summary page" is reduced to the extent that there is no amount of insurance available, "we" shall have no further obligations or duties under this policy. Without limiting the generality of the foregoing, "we" shall have no further obligation to make payments for damages, "clean-up costs" or "defense expense" and shall have no further duty to defend or to continue to defend any claims or "actions".
- D. You agree to reimburse "us" for any amounts paid by "us" for compensatory damages, "clean-up costs" or "defense expense" in excess of the amount of insurance available forthwith upon demand.

### II. INCIDENT LIMITS

- A. Subject to part 1 of Section III above, and regardless of the number of insureds under this policy, or the number of persons or organizations who make claims or bring "actions", or the number of claims made or "actions" brought or the amount of "clean-up costs" incurred, in no event shall our total limit of liability for:
  1. all "clean-up costs" incurred; AND
  2. all "defense expense" for claims and "actions" seeking "compensatory damages" because of "bodily injury" or "Property Damage" or both; AND
  3. all "compensatory damages" because of "bodily injury" and "Property Damage" from any one "pollution incident" exceed the limit of liability for each "pollution incident" stated on the "Coverage Summary page", less any deductible amount stated on the "Coverage Summary page".
- B. We may or, if required by law, shall pay part or all of any deductible amount stated on the "Coverage Summary page" in order to effect settlement of any claim or "action". "You" shall reimburse "us" for any deductible amount so paid by "us" forthwith upon demand.

- C. You agree to reimburse “us” for any amounts paid by “us” for compensatory damages, “clean-up costs” or “defense expense” in excess of the amount of insurance available forthwith upon demand.

The limits of this policy apply separately to each consecutive annual period, starting with the beginning of the policy period shown on the “Coverage Summary page”, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

#### SECTION IV-POLICY TERRITORY AND SCOPE –

This insurance applies only to “bodily injury”, “Property Damage”, “clean-up costs” or “defense expense” caused by or incurred by reason of a “pollution incident” occurring in the province of Saskatchewan but not to any such “bodily injury”, “Property Damage” or “clean-up costs” for which an “action” on the merits is brought outside Canada, nor to any “defense expense” incurred in, or as a result of, such an “action” on the merits being brought outside Canada.

#### SECTION V - DEFINITIONS

“**Action**” means a civil proceeding in a Canadian Court in which “compensatory damages” to which this insurance applies are claimed. “**Action**” includes an arbitration proceeding in Canada in which such “compensatory damages” are claimed, provided that the Insured is either required to submit or submits with our consent to such arbitration proceeding.

“**Bodily Injury**” means “bodily injury”, sickness or disease sustained by a person, including death resulting from any of these a any time.

“**Clean-up Costs**” means expenses for the removal or neutralization of “pollutants”.

“**Defense Expense**” means payments allocated to a specific claim or “action” for its investigation, settlement, or defense, including:

1. legal fees, expert fees, disbursements and all other litigation expenses;
2. reasonable expenses incurred by the Insured at our request to assist “us” in the investigation or defense of the claim or “action” including actual loss of earnings up to \$100 a day because of time off from work;
3. all costs taxed against the Insured in the “action”.

“**Defense Expense**” does not include salaries and expenses of our employees or the Insured’s employees, other than:

- a. that portion of our employed lawyers’ fees, salaries and expenses allocated to a specific claim or “action”; and
- b. the expenses described in 2. above.

“**Environmental Damage**” means the injurious presence of “pollutants” in or upon land, the atmosphere, or any watercourse or body of water.

The “**Insured’s Product**” means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - a. any Insured;
  - b. others trading under any Insured’s name; or
  - c. a person or organization whose “business” or assets any Insured has acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The “**Insured’s Product**” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above. The “**Insured’s product**” does not include vending machines or other property rented to or located for the use of others but not sold.

The “**Insured’s work**” means:

1. Work or operations performed by any insured or on behalf of any insured; and
2. Materials, parts or equipment furnished in connection with such work or operations.

The “**Insured’s work**” includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) or (b) above.

“**Pollutants**” means any solid, liquid or gaseous contaminant other than heat, sound, vibration or radiation.



**"Pollution Incident"** means an unexpected or unintentional discharge, dispersal, release or escape of any "pollutants", that is sudden and accidental. Such discharge, dispersal, release or escape is the result of the normal farming operations of the Insured resulting in "environmental damage". The entirety of any such occurrences, which arises out of a continuous or repeated exposure to substantially the same conditions shall be deemed to be one "pollution incident".

**"Products-completed operations hazard"** includes:

1. all "bodily injury", "Property Damage" and "clean-up costs" occurring away from premises any insured owns or rents and arising out of the "Insured's product" or the "Insured's work" except:
  - a. Products that are still in "your" physical possession; or
  - b. Work that has not yet been completed or abandoned.
2. The "Insured's work" will be deemed completed at the earliest of the following times:
  - a. When all of the work called for in the Insured's contract has been completed.
  - b. When all of the work to be done at the site has been completed if the Insured's contract calls for work at more than one site.
  - c. When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete will be treated as completed.

3. This hazard does not include "bodily injury", "Property Damage" or "clean-up costs" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

**"Property Damage"** means:

1. Physical injury to, destruction of, or contamination of tangible property, including all loss of use thereof at any time resulting therefrom: or
2. Loss of use of tangible property, which has not been physically injured, destroyed, or contaminated but which has been evacuated, withdrawn from use, or rendered inaccessible because of a "pollution incident".

**"Self-propelled land motor vehicle"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following: crawler or farm type tractor, farm implement, or if not subject to motor vehicle registration, any farm equipment which is designed for use principally off public roads.

**"Waste facility"** means any site operated by any person or organization for the storage, disposal, processing or treatment of waste material, other than a site operated by any insured and disclosed in the Application for this policy.

## SECTION VI - CONDITIONS

**Authorization** - By acceptance of this policy, the first Named Insured on the "Coverage Summary page" agrees to act on behalf of all other Insureds, if any, named or described on the "Coverage Summary page" or included under the Limited Pollution Liability section of this policy, with respect to all duties and obligations imposed on any Insured under this policy, including, without limitation, the completion of the Application for this policy, the giving and receiving of notice of a "pollution incident", claim or "action", the giving or receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy, and all other Insureds agree that the first Named Insured on the "Coverage Summary page" is authorized to so act on their behalf.

**Bankruptcy** - Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve "us" of our obligations under this policy.

### Cancellation

1. The Named Insured shown on the "Coverage Summary page" may cancel this policy by mailing or delivering to "us" advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the named Insured written notice of cancellation at least 15 days before the effective date of cancellation if "we" cancel for non-payment of premium or for any other reason.
3. We will mail or deliver "your" notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, "we" will send the first Named Insured any premium refund due. If "we" cancel, the refund will be pro rata. If the named insured cancels, the refund may be less than pro rata. The cancellation will be effective even if "we" have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**Changes** - This policy contains all the agreements between "you" and "us" concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by "us" and made a part of this policy.

**Duties in the Event of "Pollution Incident", Claim or "Action"**

1. You must see to it that "we" are notified immediately of a "pollution incident".  
Notice should include:
  - a. how, when, where the "pollution incident" took place;
  - b. the names and addresses of any injured persons and of witnesses;
  - c. the nature and location of any "Property Damage" arising out of the "pollution incident". Notice of a "pollution incident" is not notice of a claim.
2. If a claim is made or "action" is brought against any insured, "you" must see to it that "we" receive immediate written notice of the claim or "action".
3. You and any other involved Insured must:
  - a. immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
  - b. authorize "us" to obtain records and other information;
  - c. cooperate with "us" in the investigation, settlement or defense of the claim or "action"; and
  - d. assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.
4. No Insured will, except at its own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent other than expenses for immediate "clean-up costs" which are required by any applicable state or regulation related to the protection of the environment and promulgated by any governmental body.

**Examination of Books and Records** - "We" may examine and audit any Insured's books and records as they relate to this policy.

**Inspections and Surveys** - "We" have the right but are not obligated to:

1. make inspections and surveys at any time;
2. give "you" reports on the conditions "we" find; and
3. recommend any changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. "We" do not make safety inspections. "We" do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And "we" do not warrant that conditions:

1. are safe or healthful; or
2. comply with statutes, regulations, ordinances, directives, orders, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

The insurer waives no right and undertakes no responsibility by reason of any such inspection, survey, report or recommendation or the omission thereof.

**Legal "Action" Against Us** - No person or organization has a right under this policy:

1. to join "us" as a part or otherwise bring "us" into an "action" asking for "compensatory damages" from an insured; or
2. to sue "us" on this policy unless all of its terms have been fully complied with. A person or organization may sue "us" to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial but "we" will not be liable for "compensatory damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and claimant or the claimant's legal representative.

Every "action" or proceeding against "us" shall be commenced within one year next after the date of such judgment or agreed settlement and not afterwards.

**Material Change in the Risk** - If any change shall occur materially varying any of the statements made in the Application or during any inspection or survey, or if the Insured shall receive information indicating a material increase in the risks to which this policy relates, the Insured shall, within thirty (30) days of such change of information becoming known, give "us" notice of such change in writing.

**Other Insurance** - If at the time of the "pollution incident" covered by this policy there is any other insurance applicable we, under this policy, will be liable only for the excess, if any, of any loss over the applicable limit of the other insurance covering such loss.

**Premium Audit**

1. We will compute all premiums for this policy in accordance with our rules and rates.
2. Premiums shown in this policy as advance premium is a deposit premium only. At the close of each audit period "we" will compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, "we" will return the excess to the Named Insured subject to the retention of the minimum premium shown on the "Coverage Summary page".
3. The Named Insured must keep records of the information "we" need for premium computation, and send "us" copies at such times as "we" may request.

**Priority of Payment** - Where the total of all "compensatory damages" because of "bodily injury" or "Property Damage" and all "clean-up costs" and all "defense expense" exceed the limits of liability for any one "pollution incident" or exceed the amount of insurance available, the available proceeds of this insurance shall be applied in the following descending order of priority:

1. "clean-up costs";
2. "defense expense";
3. "Property Damage";
4. "bodily injury";

**Representations** - By accepting this policy, "you" agree that:

1. the statements in the Application and Declarations are accurate and complete;
2. those statements are based upon representations "you" made to us; and
3. we have issued this policy in reliance upon "your" statements and representations.

**Transfer of Rights of Recovery Against Others to Us** - if the Insured has rights to recover all or part of any payment "we" have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "action" or transfer those rights to "us" and help "us" enforce them.

**Separation of Insureds, Cross Liability**

Except with respect to the Limits of Insurance, and any rights or duties assigned to the first Named Insured, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each insured against whom claim is made or "action" is brought.

**Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment "we" have made under this policy, those rights are transferred to "us". The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to "us" and help "us" enforce them.

**Transfer of "your" Rights and Duties Under this Policy** - "Your" rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named Insured. If "you" die, "your" rights and duties will be transferred to "your" legal representative but only while acting within the scope of duties as "your" legal representative. Until "your" legal representative is appointed, anyone having proper temporary custody of "your" property will have "your" rights and duties but only with respect to that property.

**SECTION IV - ENDORSEMENTS**

**ADDITIONAL COVERAGE - PLUS**

If the "Coverage Summary page" shows that Additional Coverage Plus applies under Section I, Homeowners Property Coverage, the Additional Coverage and Special Limits of Insurance are replaced with the following:

## ADDITIONAL COVERAGES:

**Credit Card, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money** - "We" will pay up to \$5,000 in any one policy term for "your" legal obligation to pay because of the unauthorized use of credit or debit cards, automated teller cards Library or video cards used for deposit, withdrawal or transfer of funds, issued to "you" or registered in "your" name, which have been lost or stolen. We'll even pay for losses, which occur while this policy is in effect, and which are not discovered up to one year after its cancellation or termination. "You" must comply with all the conditions under which the card was issued and notify the credit company, bank or trust company as soon as "you" discover the loss. "We" do not cover loss resulting from use of a card by a resident of "your" household or a person who has been entrusted with the card. "We" will also pay up to \$2,000 for any loss "you" sustain caused by forgery or alteration of any cheque or negotiable instrument. "We" have the option to defend "you" at our expense against any suit for the enforcement of payment under this coverage. "We" will pay any loss sustained through "your" acceptance in good faith of counterfeit United States or Canadian paper currency up to \$500 for any one transaction and a total of \$1,000 in any one year. We do not pay for any loss for any of the above arising out of "business" pursuits unless from the unauthorized use of a credit card or automated teller card issued or registered to "you" for which "you" are personally liable. "We" do not pay for any loss arising out of "your" dishonesty. "We" may make any investigation and settle any claim or suit that "we" decide is appropriate. Our obligation to defend any claim or suit ends when the amount "we" pay for the loss equals the limit of liability. No deductible applies to this coverage.

**Fire Department Charges** - "We" will pay up to \$3,000, or such other amount as may be specified on the "Coverage Summary page", for "your" liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under this Section of "your" policy or to protect "your" property or property of others adjacent to "your" premises. No deductible applies to this coverage. "You" may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

**Food Spoilage** - Under Personal Property, "we" will pay for loss or damage to food contained in a home freezer at "your" Principal Residence premises, resulting from a power failure, other interruption of electrical power or mechanical breakdown of the home freezer. "We" do not insure loss or damage:

1. Due to the deliberate manual disconnection of the electrical power supply to the freezer in which the food is kept; or
2. Due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property.

Settlement of loss will not include any expenses incurred in the acquisition of the food.

**Identity Theft** - "we" agree that coverage is extended to include reimbursement of cost "you" actually incur resulting from "identity fraud" as defined and limited herein. Applicable coverage is noted under the **Identity Theft Endorsement** in this section except as follows:

1. Coverage limit will now read: "We" insure up to \$25,000 in total during the term of this policy, and
2. Item 6. will now read: up to \$300 per day to a maximum of \$3,000 for each "Identity fraud occurrence".

**Lock Replacement** - "We" will pay up to \$2,000 for the replacement of locks on the principal residence building if the keys are stolen. No deductible applies to this coverage.

**Outdoor Trees, Shrubs, Plants, Lawns and Landscaping Material (This coverage does not apply to a Seasonal Residence)** - If "you" are a "Homeowner", "you" may apply up to 5% in all of the amount of insurance on "your" "dwelling" to outdoor trees, shrubs, plants, lawns or landscaping material on "your" premises. "We" will not pay more than \$1,500 for any one tree, shrub, plant, lawn or landscaping material, including debris removal expenses. "We" insure these items only against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, all as described and limited under "Insured Peril(s)".

We do not insure:

1. trees, shrubs, plants, lawns or landscaping material grown or used for commercial purposes;
2. trees, shrubs, plants, lawns or landscaping material located more than 61 meters (200 feet) from the "dwelling" building.

**Pollution Damage - Insured Premises:** If a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property of the insured premises, which is required to be reported to any provincial authority, “we” will pay up to \$5,000, in any one policy year, subject to the policy deductible, for costs to remove and restore property of the insured premises.

**Property Protection Coverage -** “We” will pay for property that is damaged or used trying to protect “your” “dwelling”, outbuildings, or personal property from a loss. For example, “we” will pay to recharge “your” or someone else’s fire extinguisher if it was used to fight a fire on “your” premises. “We” will not pay for property owned by a fire department. The amount “we” pay under this coverage is in addition to the amounts shown on the “Coverage Summary page”.

**Safety Deposit Box -** “We” will pay up to \$10,000 for loss or damage caused by any of the “insured peril(s)” to “your” Personal Property while contained in a bank (or Trust Company) safety deposit box.

**Tear Out (Applicable to “Dwelling” Building) -** If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured water damage from a plumbing, heating, air conditioning or sprinkler system or “domestic appliance” can be repaired, “we” will pay the cost of such repairs. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools, hot tubs, spas or similar installations or public water mains, is not insured.

**Temperature Change (Personal Property) -** “We” insure “your” personal property when damage is caused by a change of temperature that results from physical damage to “your” “dwelling”, unit or equipment by an “Insured Peril”. This only applies to personal property in the “dwelling” or unit.

**Liability – Section III –** the following limits for:

**Voluntary Medical Payments** are increased to \$7,500, and

**Voluntary Property Damage Payments** are increased to \$7,500.

**SPECIAL LIMITS OF INSURANCE**

For the following kinds of property, “we” will not pay more than the amounts stated. “We” insure:

Personal Property Type	Total Coverage Limits Up To
jewellery, watches, gems, furs and garments trimmed with fur	\$15,000
numismatic property (such as coin collections and bank note collections)	\$1,000
manuscripts, stamps and philatelic property (such as stamp collections)	\$5,000
tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft;	\$1,000
silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware	No Limit
any one bicycle, including its equipment and accessories	\$2,000

The above-mentioned limits do not apply to loss or damage caused by any of the ‘specified perils’ listed in this part.

**We also insure:**

securities	\$10,000
money or bullion or cash cards	\$500
watercraft, their equipment, furnishings, accessories and motors. These are insured only for 'Specified Perils' and theft or attempted theft. Loss or damage by windstorm or hail is insured only if they were inside a fully enclosed building, except for canoes and rowboats which are insured while in the open on "your" premises;	\$5,000
books, tools, and instruments pertaining to a "business", profession or occupation, but only while on "your" premises. Other "business" property, including samples and goods held for sale, is not insured;	\$10,000
computer software including "digital assets". "We" do not insure the cost of gathering information or data;	\$10,000
trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia;	\$2500 / /\$200 any one item
medi chairs, golf carts, personal transporters, motorized lawn mowers, other motorized gardening equipment and snow blowers, including attachments and accessories	\$10,000
Spare Automobile parts and accessories not installed	\$1,000
Cemetery property	\$5,000

**Cash Cards means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank account or other account.**

"We" also insure:

"your" legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$500 in all but only while on "your" "premises". Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per "dwelling", will be deemed an illegal growing operation negating coverage under this Special Limit. These limits apply to loss or damage caused by any and all insured perils.

**This endorsement is subject to all terms of the policy.**

## AGRI-SHIELD

### I. FARM PRODUCT (Blanket Cover)

- A. **PROPERTY INSURED** - If the "Coverage Summary page" shows F501 AGRI-SHIELD Farm Product, other than property or product associated with a special risk, "we" will provide a single amount of protection for:
1. **Fertilizer and Chemicals** usual to a farming operation, owned and intended for the Insured's own use, is covered as provided under rider F206 and while such property is located within the territorial limits of Canada. Refer to page 34 for terms and conditions
  2. **Fodder** owned by the Insured, (including prepared feed and supplements, silage and baled or stacked straw), is covered as provided under Fodder FEC coverage and while such property is located within the territorial limits of Canada. Refer to page 35 for terms and conditions.
  3. **Grain** (whole threshed grain or seed) usual to a farming operation, owned by the Insured, is covered as provided under rider FG2 and while such property is located within the territorial limits of Canada. Refer to pages 35-36 for terms and conditions.
  4. **Produce** (milk, unfertilized eggs and anything that is an agricultural product of the soil, excluding seed, commercial fertilizers, herbicides, pesticides, tobacco, lumber and unharvested crops) usual to a farming operation, owned by the Insured, is covered as provided under Produce FEC coverage and while such property is located within the territorial limits of Canada. Refer to pages 44-45 for terms and conditions.
- B. **LIMITS OF LIABILITY –**
1. **Amount of Protection** - The amount of insurance shown on the "Coverage Summary page" for F501 AGRI-SHIELD is the limit of the Insurer's liability for all loss or damage in respect of any one occurrence.
  2. **Deductible** – "We" are responsible only for the amount by which the loss or damage caused by any of the "Insured Peril(s)" exceeds the amount of the deductible shown on the "Coverage Summary page", in any one occurrence.

### II. FARM PROPERTY (Blanket Cover)

- A. **PROPERTY INSURED** - If the "Coverage Summary page" shows F502 AGRI-SHIELD Farm Property, "we" will provide a single amount of protection for:
1. **Fire Fighting Expense** – "We" will pay for "your" liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under "your" policy or to protect "your" property or property of others adjacent to "your" premises. No deductible applies to this coverage. Refer to page 23 for terms and conditions.
  2. **Debris Removal** – "We" will pay for the cost of cleaning and removal of debris off the property insured under Section II – Farm Property Coverages, as a result of an "Insured Peril". Debris removal expenses shall not be considered in the determination of Actual Cash Value or Replacement Cost for the purpose of applying the Co-Insurance Clause. This coverage shall be considered excess to any coverage available elsewhere in this policy. Refer to pages 22-23 for terms and conditions.
  3. **Farm Building Contents and Tack Equipment** – usual to a farming operation, owned or used by the Insured and for which the Insured is legally liable, other than property associated with a special risk, while such property is located within the territorial limits of Canada. Farm Building Contents and Tack are covered as defined under Section II Building and Contents, B 1. Blanket Cover and B 3. Property Not Insured. Farm Building Contents and Tack Equipment are covered as provided under the Farm Building and Contents FEC coverage. Refer to pages 29-30 for terms and conditions.
  4. **Tools** usual to a farming operation owned or used by the Insured and for which the Insured is legally liable, is covered under Tool Floater Rider X535 while such

property is located within the territorial limits of Canada. Refer to page 47 for terms and conditions.

## **B. LIMITS OF LIABILITY**

1. **Amount of Protection** - The amount of insurance shown on the "Coverage Summary page" for F502 AGRI-SHIELD Farm Property is the limit of the Insurer's liability for all loss or damage in respect of any one occurrence.
2. **Deductible** - "We" are responsible only for the amount by which the loss or damage caused by any of the "Insured Peril(s)" exceeds the amount of the deductible shown on the "Coverage Summary page", in any one occurrence.

## **ALL TERRAIN VEHICLE**

If the "Coverage Summary page" shows that rider X516 applies, "we" insure the all terrain vehicle(s) described for this rider on the "Coverage Summary page", including its permanently attached equipment

**INSURED PERILS** - "You" are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms, and conditions set out below.

**LOSS OR DAMAGE NOT INSURED** - "We" do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported;
2. loss or damage to any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to electrical apparatus (including wiring) caused by electricity other than lightning. If fire ensues, "we" will pay for the damage caused by the fire. "We" do not insure loss or damage caused directly or indirectly by or resulting from;
4. wear and tear, gradual deterioration, latent defect, inherent vice, mechanical breakdown, scratching, denting, chipping, corrosion, rust, dampness or drying of atmosphere, "Fungi" or "Spore(s)", weathering, ice, freezing or extremes of temperature;
5. any work being done on the insured property. If fire or explosion ensues "we" will pay for the damage caused by the fire or explosion;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants
8. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
9. any process of refinishing, renovating, repairing, servicing or maintenance;
10. dishonesty of persons to whom the insured property is entrusted;
11. your intentional or criminal acts;
12. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
13. loss or damage resulting from, contributed to or caused directly or indirectly by "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.  
"Data" means representations of information or concepts in any form.  
"Data problem" means erasure, destruction, corruption, misappropriation, misinterpretation of "data"; error in creating, amending, entering, deleting or using "data"; inability to receive, transmit or use "data"; or damage to electronic "data" processing equipment or any other related component system, process or device,
14. loss or damage resulting from, contributed to or caused directly or indirectly by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**LIMITATIONS OF USE** - "We" do not insure any property while it is:

1. rented or leased to others,
2. used to carry passengers for compensation, or
3. being operated in any race or speed test,
4. not being operated in accordance with the All Terrain Vehicles Act (Sask) regulations.



**SUBSTITUTE ACQUISITION CLAUSE:** If “you” dispose of the insured property during the term of this policy, “we” agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the amount of insurance on the property disposed of or the invoice cost of the newly acquired property, whichever is less. “We” will adjust “your” premium on a pro rata basis from the date of the acquisition.

**TERRITORIAL LIMITS:** This insurance applies only to insured property within the limits of Canada and the Continental United States of America.

**BASIS OF CLAIM PAYMENT:** “We” will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 100% of the Actual Cash Value of the insured property at the time of the loss. This clause applies separately to each item for which an amount of insurance is shown.

**DEDUCTIBLE –** “We” are responsible only for the amount by which the loss or damage caused by any of the “Insured Peril(s)” exceeds the amount of the deductible shown on the “Coverage Summary page”, in any one occurrence.

## **BOAT AND MOTOR COVERAGE**

If the “Coverage Summary page” shows that rider X 511 applies, “we” insure:

1. the boat(s) described for this rider on the “Coverage Summary page”, including its permanently attached equipment (except outboard motors) as well as oars, anchors, seat cushions, auxiliary fuel tanks, tarpaulins, fire extinguishers and spare propellers all pertaining to the described boat(s);
2. the motor(s) described for this rider on the “Coverage Summary page”, including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
3. boat and/or motor accessories described for this rider on the “Coverage Summary page” and not included in 1 or 2 above.

**INSURED PERILS –** “You” are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms, and conditions set out below.

**LOSS OR DAMAGE NOT INSURED –** “We” do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported;
2. loss or damage to any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to electrical apparatus (including wiring) caused by electricity other than lightning. If fire ensues, “we” will pay for the damage caused by the fire. “We” do not insure loss or damage caused directly or indirectly by or resulting from:
4. wear and tear, gradual deterioration, latent defect, inherent vice, mechanical breakdown, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
5. any work being done on the insured property. If fire or explosion ensues “we” will pay for the damage caused by the fire or explosion;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. contamination or pollution or the release, discharge or dispersal of contaminants or pollutant;
8. birds, moths, household pets, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
9. any process of refinishing, renovating, repairing, servicing or maintenance;
10. dishonesty of persons to whom the insured property is entrusted;
11. your intentional or criminal acts;
12. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
13. loss or damage resulting from, contributed to or caused directly or indirectly by “data problem”. However, if loss or damage caused by “data problem” results in the occurrence of further loss of or damage to insured property that is directly caused by “Specified Perils”, this exclusion shall not apply to such resulting loss or damage.

“Data” means representations of information or concepts in any form.

“Data problem” means erasure, destruction, corruption, misappropriation, misinterpretation of “data”; error in creating, amending, entering, deleting or using “data”; inability to receive,

transmit or use "data"; or damage to electronic "data" processing equipment or any other related component system, process or device.

14. loss or damage resulting from, contributed to or caused directly or indirectly by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**LIMITATIONS OF USE - "We" do not insure any property while it is:**

1. rented or leased to others;
2. used to carry passengers for compensation, or
3. being operated in any race or speed test, or
4. not being operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

**SUBSTITUTE ACQUISITION CLAUSE:** If "you" dispose of the insured property during the term of this policy, "we" agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the amount of insurance on the property disposed of or the invoice cost of the newly acquired property, whichever is less. "We" will adjust "your" premium on a pro rata basis from the date of the acquisition.

**NEWLY ACQUIRED EQUIPMENT:** If "you" acquire, as owner, any additional watercraft, outboard motors or miscellaneous equipment while this coverage is in effect, "we" will automatically insure it provided "you" tell "us" within 14 days of acquisition. Under this condition "we" will not pay more than 25% of the total limit of insurance provided by this coverage.

It is specifically understood and agreed, however, that this coverage will cease to cover such items if they are not reported to "us" within the said 14-day period.

Any loss or damage will not reduce the amounts of insurance provided by this coverage. If, following payment of a claim, "you" acquire any articles to replace those which were lost or damaged, "you" must tell "us" within 14 days of acquisition.

**TERRITORIAL LIMITS:** This insurance applies only to insured property within the limits of Canada and the Continental United States of America.

**BASIS OF CLAIM PAYMENT:** "We" will pay for insured loss or damage up to "your" financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence. "We" will pay on the basis of Replacement Cost provided that:

1. repair or replacement is effected as soon as reasonably possible, but in no event more than one year after the date of loss;
2. the property at the time of loss was useable for its original purpose;
3. the property was in working condition immediately before the loss occurred;
4. the property was not more than five years old from the date "you" originally purchased it new at the beginning of the policy term

Otherwise, "we" will pay the loss on the basis of Actual Cash Value of the damaged or destroyed property at the time of loss.

"Replacement Cost" means the cost, at the time of loss, of repairs or replacement (whichever is lower), with new property of similar kind and quality, without deduction for depreciation.

"Actual Cash Value" will take into account such things as the cost of replacement less any depreciation, and in determining depreciation "we" will consider the condition immediately before the damage, the resale value and the normal life expectancy.

**CO-INSURANCE CLAUSE:** "We" will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 100% of the Actual Cash Value of the insured property at the time of the loss. If "Replacement Cost Coverage" applies, "we" will not pay for a greater proportion of the loss than the amount of insurance bears to the Replacement Cost of the insured property at the time of the loss. This clause applies separately to each item for which an amount of insurance is shown.

**DEDUCTIBLE - "We" are responsible only for the amount by which the loss or damage caused by any of the "Insured Peril(s)" exceeds the amount of the deductible shown on the "Coverage Summary page", in any one occurrence.**

## CONTINGENT BUILDING BYLAW COVERAGE

If the "Coverage Summary page" shows that Contingent Building Bylaw Coverage applies, and only as a result of an "Insured Peril", "we" agree to pay for any increase in the cost of demolishing, repairing, replacing, constructing or reconstructing the "dwelling" on the same site arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged "dwelling(s)" and is in force at the time of such loss or damage.

We will not pay for losses caused by the enforcement of any by-law, regulation, ordinance or law which prohibits "you" from rebuilding or repairing on the same site.

## EQUIPMENT BREAKDOWN ENDORSEMENT –FARM COVERAGE

**INSURING AGREEMENT** - If the "Coverage Summary page" shows that Rider F301 applies, "we" agree with "you" if there is a "Breakdown" occurring during the Period of Coverage to the "Insured Equipment" as defined herein, while the "Insured Equipment" is at a location specified on the "Coverage Summary page" and subject to all the terms, provisions and conditions (including Statutory Conditions) of the policy, except as they may be varied herein, and to the "Coverage Summary page", Exclusions and Conditions applicable to this Endorsement, as follows:

1. to pay for loss
  - a. to the "Insured Equipment" and
  - b. to other "Insured Property";  
directly damaged by the "Breakdown";
2. if Loss of Income/Extra Expense is covered by the policy to which this Endorsement is attached, to pay for the Loss of Income/Extra Expense which results solely from the "Breakdown".

**EXCLUSIONS** - This Endorsement does not apply:

1. to loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused;
2. to loss caused by or resulting from:
  - a. war, including undeclared or civil war;
  - b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
  - c. insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or
  - d. riot, civil commotion, acts of sabotage,  
but unless associated with the foregoing, loss from a "Breakdown" of "Insured Equipment" arising out of any strike, vandalism or malicious acts by others is covered.
3. to loss from a "Breakdown" caused by or resulting from:
  - a. earth movement, including but not limited to earthquake, landslide, mud flow, subsidence, volcanic eruption, tidal wave or tsunami;
  - b. wind, including but not limited to cyclone, tornado or hurricane, or by hail;
  - c. fire, smoke or combustion explosion; or
  - d. water or other means used to extinguish a fire;
4. to loss caused by or resulting from:
  - a. fire, smoke or combustion explosion that occurs at the same time as a "Breakdown" or that ensues from a "Breakdown". However, with respect to any "Insured Equipment" which is an electrical or electronic machine or apparatus, fire damage within the said machine or apparatus which occurs at the same time as a "Breakdown" or that ensues from a "Breakdown" is covered;
  - b. flood;
  - c. lightning, if coverage for that cause of loss is provided by any other insurance in effect at the time of the loss;
  - d. frost or freezing;
  - e. collapse of buildings, structures or a material part thereof;
  - f. impact of aircraft or spacecraft, including articles dropped therefrom, or land "vehicles";  
or
  - g. damage to "data" used with any electronic computer or electronic "data" processing equipment;

5. to loss from the "Breakdown" of any "Insured Equipment" located in a "dwelling", except any Electronic Equipment that starts, stops, controls or monitors any "Insured Equipment" that is usual to the "farm" operations;
6. to any increase in loss necessitated by any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation, except as provided in **CONDITIONS, By-laws**;
7. to loss caused by or resulting from pollution, contamination or damage by a "Hazardous Substance"; however caused, except as provided in **CONDITIONS, Hazardous Substances**;
8. to loss from:
  - a. delay or interruption of "business" except as may be provided in Insuring Agreement item 2;
  - b. any other indirect result of a "Breakdown" except as may be provided in Insuring Agreement item 2.
9. to loss caused by or resulting from escape of water resulting from a "Breakdown" unless:
  - a. coverage is not provided by any other insurance in effect at the time of the loss, and
  - b. the water escapes from "Insured Equipment" that normally contains water or steam;
10. to loss caused by or resulting from the partial or total failure, malfunction or loss of use of any electronic equipment, computer system, information repository, microchip, integrated circuit or other similar device due to:
  - a. the erasure, destruction, corruption, misappropriation or misinterpretation of "data";
  - b. any error in creating, amending, entering, deleting or using "data";
  - c. the inability to receive, transmit or use "data"; or
  - d. the impact of any virus or the functioning or malfunctioning of the internet, intranet, local area networks, virtual private networks or similar facility, or of any internet address, website or similar facility;

however, loss that ensues solely from the "Breakdown" of any other "Insured Equipment" is covered.

## CONDITIONS

**Limit of Liability - Property Damage** - "We" accept total liability from any "One Breakdown" under Insuring Agreement item a. provided that the Limit of Liability shall not exceed what is specified on the "Coverage Summary page" as applicable to this Endorsement.

**Loss of Income/Extra Expense** - If the policy to which this Endorsement is attached insures against Loss of Income/Extra Expense, but not otherwise, this Rider also covers such Loss of Income/Extra Expense which results solely from a "Breakdown" of "Insured Equipment" subject to all the terms, provisions and conditions of the Loss of Income/Extra Expense coverages forming a part of this policy, and subject to the following additional provisions:

1. **Notice of "Breakdown" and Commencement of Liability** - "You" shall immediately give notice of a "Breakdown" to any office "we" operate from and that notice must be confirmed in writing. "We" only accept liability at (1) the time of the "Breakdown" or (2) twenty-four hours before the notice of "Breakdown" is received, whichever is later.
2. **Limit of Insurance** - Under Insuring Agreement item 2. "we" accept liability for Loss of Income/Extra Expense that shall be separate from and in addition to the Limit of Liability specified in the "Coverage Summary page" applicable to this Rider. This liability, however, is not to exceed the limit of Loss of Income/Extra Expense specified for this coverage in the policy.

**Expediting Expenses** - If there is a "Breakdown" of "Insured Equipment", "we" shall pay the reasonable extra cost to:

1. make temporary repairs;
2. expedite permanent repairs; or
3. expedite permanent replacement;

of the "Insured Equipment" or other "Insured Property" which is directly damaged by the "Breakdown".

## By-laws

If the policy to which this Endorsement is attached insures By-Laws, but not otherwise, this Endorsement also covers such By-Laws, subject to the following provisions:

If prior to the time of a Breakdown of Insured Equipment there is in force a law, by-law, ordinance, regulation, rule or ruling regulating or restricting repair, alteration, use, operation, construction or installation of Insured Property, "we" shall be liable under this endorsement for:

- (i) the increase in cost of repair or replacement of both damaged and undamaged property (including any demolition and site clearing costs) which is necessary to meet the minimum requirements of the law, by-law, ordinance, regulation, rule or ruling;
- (ii) if Loss of Income/Extra Expense is provided by this endorsement, but not otherwise, the increase in Loss of Income/Extra Expense caused solely as a result of the law, by-law, ordinance, regulation, rule or ruling.

**Professional Fees / Auditors Fees**

If the policy to which this Endorsement is attached covers Professional Fees or Auditors Fees, but not otherwise, this endorsement also covers such Professional or Auditors Fees subject to the limit specified for this coverage in the policy.

**"Hazardous Substances"** - If a "Hazardous Substance" is involved in or released by a "Breakdown" of "Insured Equipment", "we" shall be liable to pay:

- 1. the increase in cost to repair, replace, clean up or dispose of, affected "Insured Property"; and
- 2. if Loss of Income/Extra Expense coverage is provided by this Rider, the increase in Loss of Income/Extra Expense loss because of the presence of "Hazardous Substances";

however, in no event shall the Company be liable for loss in excess of \$100,000.

As used in this coverage, increase in cost or in loss is that cost or loss beyond that for which "we" would have been liable had no "Hazardous Substance" been present.

**Service Interruption** (Applies only if Loss of Income/Extra Expense is provided by this Endorsement)

If there is a "Breakdown" of equipment not owned or operated by you, "we" shall only be liable for the Loss of Income/Extra Expense if the equipment is:

- 1. of a type described in the applicable definition of "Insured Equipment",
- 2. located on or within one thousand (1000) meters of "your" premises,
- 3. owned by a public utility company and is
- 4. used to supply communication, refrigeration, electricity, air conditioning, heating, gas, water or steam services to "your" premises.

**Livestock (Explosion Coverage)** - If the policy to which this Rider is attached insures against livestock then solely with respect to this coverage paragraph 1) and 2) of the Insuring Agreement shall apply, subject to the following provisions:

- 1. **Coverage** - If there is an Explosion of any equipment described in paragraph 1. of the definition of "Insured Equipment", "we" shall be liable to pay for loss to livestock which is covered by the policy to which this Endorsement is attached directly damaged by the Explosion, but not otherwise.
- 2. **Explosion** - Explosion means a sudden and accidental tearing asunder of the equipment, or a part thereof, caused by the pressure of water or steam therein, but cracking shall not constitute a sudden and accidental tearing asunder.
- 3. **Basis of Settlement** - "We" agree under this coverage that Condition, Basis of Settlement is amended to include the following: Solely with respect to livestock the Basis of Settlement and/or Limit of Liability clause of the livestock coverage of the policy to which this Rider is attached shall apply.

In no event shall "we" be liable under this coverage for loss in excess of \$100,000.

**"Data" Coverage** - If, as a result of a "Breakdown" of "Insured Equipment", "data" is lost or damaged, "we" shall be liable for:

- 1. the cost of gathering or reproducing the "data"; and
  - 2. the "Business" Interruption/Extra Expense resulting from the loss or damage to the "data" only if "Business" Interruption/Extra Expense is provided by this Endorsement,
- however, in no event shall "we" be liable for loss in excess of \$25,000.

We shall not be liable for "data" which is lost or damaged as a result of programming errors of any kind including the inability of software to correctly read, recognize, save, process or interpret any date or time.

**Basis of Settlement – Property Damage**

Under Insuring Agreement 1. a.7 "we" agree to pay for "Insured Property", which is damaged, as follows:

- 1. on "media", the cost of blank material;
- 2. on exposed film, records, manuscripts and drawings, the cost of blank material plus the cost of transcription;

3. on refrigeration units eight (8) years old or greater, Actual Cash Value shall apply;
4. on any heat exchanger that forms part of a forced air heating equipment that is five (5) years old or more from the date of purchase new, its Actual Cash Value shall apply;
5. on all other "Insured Property", the lesser of the cost at the time of the "Breakdown":
  - a. to repair; or
  - b. to replace with similar property of like kind, capacity, size, quality and function.

We shall not be liable:

1. for the cost of repairing or replacing any part or parts of a piece of equipment which is greater than the cost of repairing or replacing the entire piece of equipment;
2. for more than the cost to replace the property with other property of like kind, capacity, size, quality and function;
3. for more than the cost to replace the property at the same or adjacent site; nor
4. for loss or damage to property which is useless or obsolete to the Insured.

If the damaged property is not repaired or replaced within 12 months after the date of the "Breakdown", the liability "we" accept will only be for the Actual Cash Value of the damaged property. Actual Cash Value is the cost of replacing the damaged property with property of similar kind, capacity, size, quality and function less depreciation however caused. In determining depreciation consideration will be given to such items as the age, condition, and normal life expectancy of the property.

**Deductible** - From the total amount of loss, damage and expense for which "we" are liable following any "One Breakdown" of "Insured Equipment" shall be subtracted:

1. on refrigeration units, one thousand dollars (\$1,000);
2. on all other "Insured Property", five hundred dollars (\$500) or the Deductible specified in the "Coverage Summary page", whichever is greater.

If more than one Deductible is specified and is applicable to loss under this Rider from any "One Breakdown", only one Deductible shall be applied and that shall be the largest of the applicable Deductibles.

**Inspection** - We, or our reinsurers, shall have the right to make inspections of "Insured Equipment" at any reasonable time. Neither this right to make inspections nor making them is an undertaking to the Insured or others that the "Insured Equipment" is safe and not hazardous or injurious to health.

**Suspension** - Upon the discovery of "Insured Equipment" in or exposed to a dangerous condition we, or our reinsurers, may immediately suspend the Insurance against loss from the "Breakdown" of that equipment (which will include any insurance applying to the interest of any Mortgagee specified in the policy). Notice of suspension shall be given either at the Mailing Address specified in the "Coverage Summary page", or at the location of the equipment. We, or our reinsurers, agree to furnish a copy of the Suspension Notice to the Mortgagee. Once coverage has been suspended, it can only be reinstated by an endorsement issued to form part of this policy. The Insured shall be allowed a pro-rata refund of premium for that equipment for the period that coverage is suspended.

**Testing** - As respects any "Insured Equipment", "we" shall not be liable for loss from a "Breakdown" while such "Insured Equipment" is undergoing any pressure test, an insulation breakdown test or is being dried out.

#### DEFINITIONS

**Insured equipment** - shall mean any equipment owned, leased, operated or controlled by the Insured as described below:

1. any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any refrigerating or air conditioning vessels and piping or any other piping and its accessory equipment, but not including:
  - a. any boiler setting, any refractory or insulating material;
  - b. any part of a boiler or fired pressure vessel that does not contain steam or water; nor
  - c. any buried piping or vessel, any drainage piping, any sprinkler piping and its accessory equipment; any mechanical or electrical equipment used for the generation, transmission or utilization of mechanical or electrical power, but not including:
    - a. any conveyor, crane, elevator or hoist, but not excluding any electrical equipment used with any such apparatus;

- b. any "Vehicles" or Insured Equipment mounted on a "Vehicle", but not excluding Insured Equipment that is:
  - 1) mounted on wheels or a trailer in order to make it transportable;
  - 2) not used to drive or steer such wheels or trailer; and
  - 3) stationary and in use at the location specified in the "Coverage Summary page" at the time of the "Breakdown" will not be considered to be mounted on a "Vehicle";
- c. any electronic machine, device or instrument or fibre optic cable used for research, diagnosis, treatment, communication, word processing, "data" processing, duplicating, scanning or monitoring.

**Insured Property** - is property for which there is coverage under the Policy to which this Endorsement is attached which is also:

1. property "you" own; or
2. property of others that "you" have in "your" care, custody or control and for which "you" are legally liable;

however Insured Property shall not include live animals, except with respect to Condition **Livestock (Explosion Coverage)** of this Endorsement.

**Breakdown** - means a sudden and accidental failure of equipment resulting in physical damage to the equipment which requires the repair or replacement of the equipment or a part of the equipment. Breakdown does not mean:

1. depletion, deterioration, corrosion or erosion of material;
2. wear and tear;
3. vibration or misalignment;
4. the functioning of any safety device or protective device; nor
5. the failure of a structure or foundation supporting the equipment or a part of the equipment.

**One Breakdown** - If either the "Breakdown" of "Insured Equipment" causes the "Breakdown" of other "Insured Equipment" or a series of "Breakdowns" occur at the same time as a result of the same cause, they will all be considered as One Breakdown.

**Hazardous Substance** - A hazardous substance is:

1. any pollutant, contaminant or other substance declared by a governmental authority to be hazardous to health or the environment; or
2. any mould, yeast, fungi or mildew including any spores or toxins created or produced by or emanating from such mould, yeast, fungi or mildew, whether or not allergenic, pathogenic or toxigenic.

**"Data"** - means facts, concepts, information or software in a form useable for communications, interpretation or processing by electronic and electromechanical "data" processing or electronically controlled equipment.

**Media** - means material on which "data" is recorded, such as magnetic tapes, hard disks or floppy disks.

**Vehicle** - means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. Vehicle includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a location listed in the "Coverage Summary page" and that receives electrical power from an external power source will not be considered a Vehicle.

## FINE ARTS COVERAGE

If the "Coverage Summary page" shows that rider X512 applies, "we" insure "your" "fine arts" described for this rider on the "Coverage Summary page" against direct physical loss or damage, subject to the exclusions, limitations, terms and conditions set out below. "We" insure the described "fine arts" only while at the location(s) specified, unless otherwise stated on the "Coverage Summary page".

### DEFINITION:

**"Fine Arts"**, as described in this coverage, include paintings, etchings, picture, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac) of rarity, historical value or artistic merit.

**LOSS OR DAMAGE NOT INSURED:** "We" do not insure:

1. loss or damage to property illegally imported, acquired, stored or kept;

2. loss or damage to property seized or confiscated unless such property is destroyed to prevent spread of fire;
3. breakage of glassware, statuary, marble, bric-a-brac, porcelains and other fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land, water or air conveyances, or by theft or attempted theft;

We do not insure loss or damage caused directly or indirectly by or resulting from:

1. wear and tear, deterioration, vermin, rodents, insects, birds or household pets;
2. your intentional or criminal acts;
3. any process or work being performed on the insured property;
4. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
5. contamination by radioactive material.
6. "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**PACKING/UNPACKING WARRANTY:** The insured property must be packed and unpacked by competent packers, otherwise "we" will not pay for damage which occurs during the period from commencement of the packing until the property is completely unpacked.

**NEWLY ACQUIRED ARTICLES:** If "you" acquire any additional "fine arts" during the term this coverage is in effect, "we" will automatically insure these provided "you" tell "us" within 30 days of acquisition. "We" will adjust "your" premium on a pro rata basis from the date of the acquisition. Under this extension, "we" will not pay more than 25% of the amount of insurance shown for this rider on the "Coverage Summary page".

**STAMP AND COIN COLLECTIONS:** "We" will pay for loss or damage to "your" collection in the proportion that the amount of insurance on "your" collection bears to its cash market value at the time of loss. "We" will not pay more than \$250 on any single article of "your" collection. A single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card or the like. This condition does not apply to articles specifically described on the "Coverage Summary page".

**DEDUCTIBLE – "We"** are responsible only for the amount by which the loss or damage caused by any of the "Insured Peril(s)" exceeds the amount of the deductible shown on the "Coverage Summary page", in any one occurrence.

## **FIRE DEPARTMENT CHARGES**

We will pay up to \$2,000, or such other amount as may be specified on the "Coverage Summary page", for "your" liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under "your" policy or to protect "your" property or property of others adjacent to "your" premises. No deductible applies to this coverage. "You" may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

## **IDENTITY THEFT ENDORSEMENT**

**INSURING AGREEMENT -** If the Coverage Page shows that the Identity Theft Endorsement applies "we" agree that coverage is extended to include reimbursement of cost "you" actually incur resulting from "identity fraud" as defined and limited herein.

### **DEFINITIONS:**

**"You" and "your"** in this wording have the same meaning as in the Definitions applicable to Section 1 of policy to which this endorsement attaches.

**"Identity Fraud"** means the act or acts of knowingly transferring or using, without lawful consent or authority, "your" means of identity which constitutes a violation of any federal, provincial, territorial or municipal law.

**"Identity Fraud Occurrence"** means any act or series acts of "identity fraud" by a person or group which results in an insured loss during the policy period.

**All other definitions applicable to the policy to which this endorsement form is attached are applicable.**



**COVERAGE** - "We" insure up to the amount stated on the "Coverage Summary page", in total during the term of this policy, the following reasonable costs and expenses incurred by an insured person, as a result of an "identity fraud occurrence":

1. Reasonable costs associated with registered mail to "businesses", law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders.
4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies.
5. Long distance telephone expenses to discuss an actual "identity fraud occurrence" to "businesses", law enforcement agencies, financial institutions, credit agencies and similar credit grantors
6. Earnings lost resulting from necessary time away from "your" employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$250 per day to a maximum of \$2,000, for each "identity fraud occurrence" or as stated on the "Coverage Summary page".
7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an "identity fraud occurrence".
8. Reasonable legal fees incurred directly as a result of an "identity fraud occurrence", with prior notice to "us" for:
  - a. the removal of any criminal or civil judgements wrongly entered against "you".
  - b. to challenge the information in "your" consumer credit report.
  - c. the defence of lawsuits brought against "you" by "businesses" or their collection agencies.
9. "We" will reimburse "you" for the reasonable cost of obtaining up to two credit reports after an "identity fraud occurrence" has been reported to "us", for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

**LOSS OR DAMAGE NOT INSURED** - "We" do not insure:

1. "your" fraudulent, dishonest, or criminal acts;
2. "your" own use of "your" identity;
3. "your" commercial or "business" pursuits;
4. "your" intentional misuse of "your" identity;
5. fraudulent, dishonest, criminal or intentional misuse of "your" identity by any resident of "your" household;

Nor do "we" insure the following:

1. Any losses covered under the **Credit or Debit Cards, Automated Teller Cards, Library or Video Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy;
2. Any losses covered by credit card insurance, bank insurance or other coverage available to you. This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to "you" has been exhausted.

**DEDUCTIBLE** - No deductible applies to this coverage.

**REQUIREMENTS AFTER LOSS** - In addition to the requirements outlined on the policy to which this endorsement attaches, "you" are required to contact "your" local law enforcement agency of the "identity fraud occurrence".

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions, statutory and additional conditions to which this form is attached apply.

## LARGE FARM PACKAGE – ADDITIONAL AGREEMENTS

**COVERAGE** - If the "Coverage Summary page" shows that Rider F261A applies, "we" provide the following insurance in return for payment of the premium:

1. **Fire Fighting Expenses** - "We" will pay up to \$10,000 or the amount stated on the "Coverage Summary page", in any one occurrence to cover expenses "you" incur to extinguish or contain a fire at "your" premises. No deductible applies to this cover.
2. **Feed and Fodder** - "We" insure "your" Feed and Fodder as provided under Fodder FEC coverage (including ground feed, manufactured and compounded stock foods, hay, straw and silage) up to \$50,000, or the amount stated on the "Coverage Summary page".
3. **Valuable Papers and Records** - "We" insure up to \$5,000 or the amount stated on the "Coverage Summary page", against all risks of direct physical loss or damage to "your" valuable papers and records. This insurance is for the extra expense "you" necessarily incur for the cost of compiling "your" books of account, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic "data" processing, when such records or valuable papers are damaged or destroyed.
4. **Exterior Signs** - "We" insure up to \$5,000 or the amount stated on the "Coverage Summary page", against all risks of direct physical loss or damage to exterior signs "you" own while they are on "your" premises. "We" do not insure against loss or damage caused by:
  - a. faulty manufacture or installation or by the inherent nature of the insured property, or
  - b. any process of cleaning, moving, repairing or reconstruction.
5. **Semen and Semen Tanks** - "We" insure up to \$5,000 or the amount stated on the "Coverage Summary page", as covered under rider F-220
6. **Grain** - "We" insure "your" whole threshed grain and seed up to \$10,000 or the amount stated on the "Coverage Summary page", as covered under rider FG2.
7. **Tools and Equipment (on premises)** - "We" insure up to \$5,000 or the amount stated on the "Coverage Summary page", against all risks of direct physical loss or damage to tools and equipment "you" own while they are on "your" premises. "We" do not insure against loss or damage caused by:
  - a. unexplained loss or mysterious disappearance, wear and tear, defect or mechanical breakdown;
  - b. any process or work being performed on the tools or equipment, including any repairing, adjusting or servicing. Resulting fire damage would be covered.Tools insured are subject to a limit of \$1,500 on an individual item.
8. **Extra Expense** - "We" insure up to \$10,000 or the amount stated on the "Coverage Summary page", to cover the extra expense "you" necessarily incur to continue normal building services and operations, which are interrupted as a result of loss or damage by an "insured peril" to a building insured by this policy. Payment is limited to the reasonable period of time required to restore normal building service and operations.

**BASIS OF CLAIM PAYMENT** - Unless otherwise stated in this policy, "we" will pay for insured loss or damage arising out of any one occurrence up to whichever is the least of:

1. "your" financial interest in the property;
2. the actual cash value of the loss or damage at the date of the occurrence;
3. the amount it would cost to repair or replace the property with materials of similar quality;
4. the applicable amount(s) of insurance shown in this policy.

This applies even if more than one person or organization has an insurable interest in the property insured. If "you" qualify for a tax credit, the loss payment will be reduced by that amount. Any loss or damage shall not reduce the amount of insurance provided by this policy.

**Actual Cash Value:** The actual cash value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation; "we" will consider market value, the condition and resale value immediately before the damage and the normal life expectancy.

**Deductible:** "We" are responsible only for the amount by which the loss or damage caused by any of the insured peril(s) exceeds the amount of the deductible shown on the "Coverage Summary page" in any one occurrence.

**Obsolescence:** "We" will not pay for increased costs that result when "you" cannot repair or replace "your" property because material or parts are unavailable, obsolete, or outmoded. "We" will pay only the cost that would have been required if material or parts were available. "We" will pay on the basis of the last known cost of material or parts.

**Insurance Under More Than One Policy:** If "you" have insurance on specifically described property, "our" policy will be considered excess insurance and "we" will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, "our" policy will pay its rateable proportion of the loss or claim.

## MISCELLANEOUS ARTICLES COVERAGE

If the "Coverage Summary page" shows that rider X513 applies, "we" insure "your" property or the property of others for which "you" may be liable, described for this rider on the "Coverage Summary page", against direct physical loss or damage, subject to the exclusions, limitations, terms and conditions set out below.

**LOSS OR DAMAGE NOT INSURED:** "We" do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
2. loss or damage to any musical instrument played for a fee unless "we" have given "our" written permission;
3. breakage of fragile or brittle articles;
4. loss or damage to sporting or hobby equipment where the loss is due to their use.
5. loss or damage to property away from "your" premises for the purpose of exhibition.

We do not insure loss or damage caused directly or indirectly by or resulting from:

6. wear and tear, defect or mechanical breakdown;
7. dampness of atmosphere, extremes of temperature, deterioration, contamination, vermin, insects, rodents, birds, household pets, rust, corrosion or fungi or spore(s);
8. any process or work being performed on the insured property;
9. "your" intentional or criminal acts;
10. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
11. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
12. "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

## SPECIAL CONDITIONS

**Newly Acquired Articles:** If "you" acquire any additional articles of the type for which an amount of insurance is shown, "we" will automatically insure these under this coverage provided "you" notify "us" within 30 days. "We" will not pay more than \$5,000 under this extension. "We" will adjust "your" premium on a pro rata basis from the date of the acquisition.

**Territorial Limit:** This insurance applies to insured property anywhere in the world, but only while "your" principal residence is maintained within the province of Saskatchewan.

**Replacement Cost Coverage -** "We" agree to pay any loss insured by this coverage on the basis of replacement cost subject to the policy limits, provided that:

1. the property at the time of loss was usable for its original purpose and is not obsolete;
2. "you" have repaired or replaced the property promptly. Otherwise the basis of claim payment in the policy will apply as if this coverage had not been in effect;
3. the "Coverage Summary page" does not indicate that actual cash value has been applied to the item.

Replacement Cost Coverage will not apply to the following:

1. antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with a similar article;
2. fur garments or garments trimmed with fur or bridal gowns that are 5 years of age from the date they were originally purchased new;
3. motorized lawn mowers and other motorized gardening equipment.

**DEDUCTIBLE:** "We" are responsible only for the amount by which the loss or damage caused by any of the insured Peril(s) exceeds the amount of the deductible shown on the "Coverage Summary page" in any one occurrence.

## **MOBILE HOME TRANSIT COVERAGE**

If the "Coverage Summary page" shows that rider X537 applies, the insurance on the Mobile Home described on the "Coverage Summary page" and the insurance, if any, on "your" personal property contained in the Mobile Home, is extended to provide the coverage set out below while the Mobile Home is in transit for a single trip within the province of Saskatchewan. This coverage applies from the time the Mobile Home is connected to a power unit at the site from which it is to be moved until it is disconnected from the power unit at its destination.

**INSURED PERILS** - During the period of time that this coverage applies, "we" insure against direct loss or damage caused by the following perils as described and limited:

1. Fire, lightning, and explosion;
2. Collapse of bridges, culverts, docks, wharves, landing sheds, depots, stations or platforms;
3. Falling objects striking the exterior of the Mobile Home;
4. Impact by aircraft or land vehicles;
5. Riot;
6. Smoke;
7. Stranding, sinking, burning, collision, upset or derailing of any vehicle moving the mobile home;
8. Collision of the mobile home with another object or upset or overturn of the mobile home;
9. Vandalism or Malicious Acts;
10. Windstorm or Hail. This peril does not include any dent damage to the outer metal covering of the mobile home, unless the metal is punctured (pierced to make an opening in the metal covering).

**DEDUCTIBLE** - "We" are responsible only for the amount by which the loss or damage insured by this rider exceeds the greater of \$1,000 or the deductible amount shown on the "Coverage Summary page" as applying to the mobile home, in any one occurrence.

Except as otherwise provided by this rider, all terms, conditions, limitations and exclusions applying to the insured property remain in effect.

## **SEWER BACK-UP ENDORSEMENT – T326**

If the "Coverage Summary page" shows that T326 applies, "we" provide the following insurance in return for payment of the premium:

"We" insure against direct loss or damage to insured property caused by the backing up or escape of water from a sewer, sump, or septic tank.

This peril does not include damage:

1. caused directly or indirectly by continuous or repeated "seepage" or "leakage";
2. to the system or appliance caused by rust, corrosion or deterioration;
3. resulting from escape of water from a sump pit not equipped with an operable sump pump;
4. to public watermains or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
5. occurring while the building or unit is under construction or vacant even if "we" have given permission for construction or "vacancy";

## **SEWER, SEPTIC TANK, DRAIN OR SUMP BACKUP COVERAGE – T326A**

### **INSURING AGREEMENT**

If the "Coverage Summary Page" shows that Sewer, Septic Tank, Drain or Sump Backup Coverage applies, it is agreed that the policy is extended to cover direct loss or damage to the "dwelling" and personal property in the "dwelling" caused by:

Sewer, Septic Tank, Drain or Sump Back Up, meaning sudden and accidental "leakage" or escape of "water" from a sewer, septic tank, drain or sump pit within the insured "dwelling" subject to the terms and conditions below.

### **LOSS OR DAMAGE NOT INSURED**

We do not insure loss or damage:

- (a) caused directly or indirectly by continuous or repeated "seepage" or "leakage";
- (b) to the system or appliance caused by rust, corrosion or deterioration;
- (c) resulting from escape of water from a sump pit not equipped with an operable sump pump;

- (d) to public "water mains" or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
- (e) occurring while the building or "unit" is "under construction" or "vacant" even if "we" have given permission for construction or "vacancy".
- (f) escape of "water" from a sewer, septic tank, drain or sump pit resulting from or contributed to by flood, surface water or ground water unless there is clear evidence that water or sewage in "your" "dwelling" or outbuildings where the sewer back up loss occurred entered solely through a sewer, sump, or septic system in "your" "dwelling" or outbuildings.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED APPLY.**

**WATER PROTECTION ENDORSEMENT –T327**

All Exclusions, Definitions, Conditions, Provisions And Statutory Conditions Of The Policy To Which This Endorsement Is Attached Apply.

**Insuring Agreement**

If the "Coverage Summary Page" shows that the Water Protection Endorsement applies, it is agreed that coverage is extended to include direct loss or damage to insured property caused by the perils provided by this endorsement, subject to the limits shown on the "Coverage Summary Page" for the perils.

**Perils Insured**

"You" are insured against direct physical loss or damage to insured property caused by:

- 1) flood, which shall mean the rising of, the breaking out or overflow of any interior body of water whether natural or man-made;
- 2) the sudden and accidental entrance of "surface waters";
- 3) the sudden and accidental entrance of "ground water" or the rising of the water table;
- 4) the sudden and accidental backup or escape of "water" or sewage from a sewer, septic system, sump pit or drain.

**EXCLUSIONS**

"We" do not insure loss or damage resulting from, contributed to or caused directly or indirectly:

- a) by coastal flooding including but not limited to waves, tides, tidal waves, tsunami, storm surge, or seiche;
- b) by continuous or repeated "seepage" or "leakage" of "water" or sewage;
- c) from any earth movement including, but not limited to, earthquake, landslide, snow slide, or ice slide; or
- d) occurring while the "dwelling" or detached private structure is "under construction" or "vacant", even if permission for construction or vacancy has been given by "us".

**Deductible**

"We" will only pay the amount by which the insured loss or damage exceeds the deductible shown on the "Coverage Summary Page".

**Extended Coverages**

- 1. **Lawns, Outdoor Trees, Shrubs and Plants**  
Coverage provided by the Additional Coverage for Lawns, Outdoor Trees, Shrubs and Plants in the Policy to which this endorsement is attached is extended to respond to the perils insured by this endorsement as defined and limited.
- 2. **Emergency Evacuation**  
Coverage provided by Coverage D – Additional Living Expenses in the Policy to which this endorsement is attached is extended to respond to the perils insured by this endorsement as defined and limited.

**Additional Coverages**

- 1. **Loss Mitigation Expenses**
  - a) **Sewer or Sump Pit Backup Mitigation Device**  
"We" will pay up to \$1,000 for expenses incurred by "you" for the installation in each of "your" "dwelling(s)" and detached private structure(s) of a sewer or sump pit backup loss mitigation device following an event for which coverage is provided by this endorsement. Sewer or sump pit backup loss mitigation includes but is not limited to such devices as:

- i) a backwater valve installed on the main line(s) and/or,
  - ii) a sump pump with battery backup power.
- b) **Response to Warning by Civil Authority**  
 "We" will pay up to \$5,000 in all for expenses incurred by "you" for costs related to the prevention of damage to insured property by a peril insured by this endorsement. This coverage is only available for costs "you" incur in response to a warning issued by a civil authority in respect to a peril insured by this endorsement posing a threat to insured property.

## SERVICE LINE COVERAGE – T337

### AGREEMENT:

If the "Coverage Summary page" shows that the Service Line Coverage applies "we" will provide the insurance described in this form in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of "your" residential insurance policy. The most "we" will pay for loss, damage or expense under this form arising from any "one service line failure" is \$10,000. There is a waiting period for coverage. No claim incurred during the first thirty (30) days following the effective date is covered under the coverage provided by this form.

### DEFINITIONS

The following definitions are added:

**"Covered Service Line"** means underground piping and wiring, including permanent connections, valves or attached devices, as described and limited below.

1. A "covered service line" must be one of the following:
  - (a) "water" piping that connects from the "dwelling" or detached private structure to a:
    - i) public "water" supply system;
    - ii) private well system;
    - iii) cistern or retention pond; or
    - iv) heating system located outside the "dwelling" or detached private structure;
  - (b) steam piping that connects from the "dwelling" or detached private structure to a heating system located outside the "dwelling" or detached private structure;
  - (c) ground loop piping that connects to a heat pump;
  - (d) sewer piping that connects from the "dwelling" or detached private structure to a:
    - i) public sewer system; or
    - ii) private septic system;
  - (e) drain piping that drains "water" away from the "dwelling" or detached private structure;
  - (f) power line or electrical wiring; or
  - (g) communication or "data" transmission wiring, including but not limited to telephone, cable, internet and fiber optic wiring.
2. The "covered service line" must be:
  - (a) located on the "premises"; and
  - (b) owned by "you" or "you" must be legally liable for its repair or replacement.
3. "Covered service line" does not include:
  - (a) that part of piping or wiring that runs through or under a body of "water", including but not limited to a swimming pool, pond or lake; that part of piping or wiring that runs through or under the "dwelling" or detached private structure;
  - (b) piping that is connected to outdoor property, including but not limited to sprinklers, irrigation systems, swimming pools, hot tubs and decorative ponds; or
  - (c) piping or wiring that is not connected and ready for use.

**"Earth Movement"** means:

1. earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
2. landslide, mudslide or mudflow;
3. subsidence or sinkhole collapse;
4. tsunami or volcanic action; or
5. any other naturally occurring earth movement including earth sinking, rising or shifting.

**"One Service Line Failure"** means: If an initial "service line failure" causes other "service line failures," all will be considered "one service line failure." All "service line failures" that are the result of the same event will be considered "one service line failure."

**“Service Line Failure”** means a leak, break, tear, rupture, collapse or arcing of a “covered service line”. “Service line failure” does not include blockage or low pressure of a “covered service line”.

### COVERAGES

The following coverages are added, subject to the limit provided under the Agreement section of this form:

(a) **Damages to “Covered Service Line”**

“We” will pay for physical damage to “your” “covered service line” that is the direct result of a “service line failure.”

(b) **Excavation Costs**

With respect to “your” “covered service line” that is damaged as the result of a “service line failure,” “we” will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged “covered service line.”

(c) **Expediting Expenses**

With respect to “your” “covered service line” that is damaged as the result of a “service line failure,” “we” will pay the reasonable extra cost to:

1. make temporary repairs; and
2. expedite permanent repairs or permanent replacement.

(d) **Additional Living Expenses**

Coverage for Additional Living Expenses and Fair Rental Value, as described under Coverage D, is extended to the coverage provided by this Service Line Coverage.

(e) **Outdoor Property**

“We” will pay for “your” outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways, that is damaged as a result of a “service line failure” or that is damaged during the excavation of “your” “covered service line” following a “service line failure.”

### EXCLUSIONS

The following exclusions are added:

1. “We” will not pay for loss or damage to:
  - (a) septic systems, including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields;
  - (b) “water” wells, including well pumps or motors;
  - (c) heating and cooling systems, including heat pumps; or
  - (d) irrigation or sprinkler systems.
2. “We” will not pay for loss or damage to a “covered service line” that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered “service line failure” necessitated such installation, dismantling or repair.
3. “We” will not pay to clean up or remove pollutants, hazardous waste or sewage.
4. “We” will not pay for loss or damage caused by or resulting from any of the following perils:
  - (a) fire; or “water” or other means used to extinguish a fire;
  - (b) explosion;
  - (c) lightning; windstorm or hail; smoke; aircraft; riot or civil commotion; theft; breakage of glass;
  - (d) “flood”, surface “water”, waves, tides, tidal waves, overflow of any body of “water”, or their spray, all whether driven by wind or not; or “water” that backs up or overflows from a sewer, drain or sump; or
  - (e) “earth movement,” except for “earth movement” that results from the ground thawing after a freeze.

### DEDUCTIBLE

Subject to the limit provided under the Agreement section of this form, “we” will pay only that part of the loss that exceeds \$500 or the deductible indicated on the coverage page. No other deductible applies to this coverage.

### CONDITIONS

The following conditions are added:

1. **Environmental, Safety and Efficiency Improvements**

- (a) If a “covered service line” requires replacement due to a “service line failure,” “we” will pay “your” additional cost to replace with materials that are better for the environment, safer for people, or more energy or “water” efficient than the materials being replaced.

(b) However, "we" will not pay to increase the size or capacity of the materials and "we" will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not increase the limit that applies to this form.

## 2. Loss Settlement

Losses under this form will be settled as follows:

- (a) Our payment for damaged covered property will be the smallest of:
  - (i) The limit of liability that applies to this form;
  - (ii) The cost to repair the damaged property;
  - (iii) The cost to replace the damaged property on the same "premises"; or
  - (iv) The necessary amount actually spent to repair or replace the damaged property.
- (b) Except as described in Environmental, Safety and Efficiency Improvements above, "you" are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- (c) "You" are responsible for the extra cost to alter or relocate "covered service lines," unless such alteration or relocation is required by law or ordinance.

If any of the following causes of loss are excluded by "your" policy, then those exclusions do not apply to this form:

- (a) Wear and tear, marring, deterioration or hidden decay;
- (b) Rust or other corrosion;
- (c) Mechanical breakdown, latent defect or inherent vice;
- (d) Weight of equipment, animals or people;
- (e) Artificially generated electrical current; or
- (f) Freezing.

## 3. Other Insurance Clause:

If there is other insurance that applies to a loss or claim, or would have applied if this coverage did not exist, this coverage will be considered excess insurance and there will be no payment for any loss or claim until the amount of such other insurance is used up.

**All other terms and conditions of the policy to which this coverage applies remain unchanged.**

## HOME SYSTEMS PROTECTION COVERAGE –T338

### AGREEMENT:

If the "Coverage Summary page" shows that the Home Systems Protection Coverage applies "we" will provide the insurance described in this form in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of "your" residential insurance policy. The most "we" will pay for loss, damage or expense under this form arising from any "one home system breakdown" is \$50,000.

Coverage provided under this form does not increase any limit of liability under Section I. There is a waiting period for coverage. No claim incurred during the first thirty (30) days following the effective date is covered under the coverage provided by this form.

### DEFINITIONS:

The following definitions are added:

#### "Covered Home Equipment"

1. "Covered home equipment" means property covered under Coverage A – "Dwelling" Building, Coverage B – Detached Private Structures or Coverage C – Personal Property:
  - (a) that generates, transmits or utilizes energy; or
  - (b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents."Covered home equipment" may utilize conventional design and technology or new or newly commercialized design and technology.
2. None of the following is "covered home equipment":
  - (a) supporting structure, cabinet or compartment;
  - (b) insulating material associated with "covered home equipment";
  - (c) "water" piping other than boiler feedwater piping, boiler condensate return piping or "water" piping connected to a heating or air conditioning system;



- (d) wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
- (e) buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is "covered home equipment";
- (f) software or electronic "data"; or
- (g) riding lawn mowers or tractors.

**"Home System Breakdown"**

1. "Home system breakdown" means a sudden and accidental:
  - (a) mechanical breakdown;
  - (b) electrical breakdown; or
  - (c) bursting, cracking or splitting
 of "covered home equipment" that results in direct physical damage and requires repair or replacement of all or part of the damaged "covered home equipment."
2. None of the following is a "home system breakdown":
  - (a) rust, corrosion, erosion, deterioration or gradual loss of efficiency or functionality of "covered home equipment";
  - (b) "leakage" or "seepage" at or from any connection, valve, fitting, shaft or seal;
  - (c) any programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or media of any kind;
  - (d) complete or partial interruption of electrical power, fuel or "water" supply, whether deliberate or accidental;
  - (e) any condition which can be corrected by resetting, recalibrating or by the performance of maintenance; or
  - (f) cosmetic or other damage that does not impair functionality.

**"One Home System Breakdown"** means: If an initial "home system breakdown" causes other "home system breakdowns," all will be considered "one home system breakdown." All "home system breakdowns" that are the result of the same event will be considered "one home system breakdown."

**PROPERTY COVERAGES:**

The following coverages are added, subject to the limit provided under the Agreement section of this form unless otherwise specified below:

**1. Home Systems Protection**

**(a) Damage to "Covered Home Equipment"**

"We" will pay for direct physical damage to "covered home equipment" that is the result of a "home system breakdown" that occurs on or off the "premises."

**(b) Spoilage**

With respect to "your" refrigerated property, "we" will pay:

- i) for physical damage due to spoilage that is the result of a "home system breakdown";
- ii) any necessary expenses "you" incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

"We" will pay up to \$500 or the Limit shown in "your" policy for Refrigerated Property Coverage, whichever is greater. However, in no event will "we" pay more than \$5,000 under this Spoilage coverage for any "one home system breakdown".

**(c) Additional Living Expense**

Coverage for Additional Living Expense and Fair Rental Value, as defined under Coverage D, is extended to the coverage provided by this Home Systems Protection coverage.

**(d) Expediting Expenses**

With respect to "your" "covered home equipment" that is damaged as the result of a "home system breakdown," "we" will pay the reasonable extra cost to:

- i) make temporary repairs; and
- ii) expedite permanent repairs or permanent replacement.

#### EXCLUSIONS:

Any exclusions in "your" policy for mechanical breakdown and electrical breakdown do not apply to this form.

The following exclusions are added:

1. "We" will not pay for loss, damage or expense caused by or resulting from:
  - (a) Electrical power surge or brown out, whether or not caused by lightning. However, with respect to Coverage C, "we" will pay for loss, damage or expense to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, caused by or resulting from artificially generated electrical current.
  - (b) Any of the following, whether the excluded peril occurs on or off the "premises":
    - i) Fire (including fire resulting from a "home system breakdown"); or "water" or other means used to extinguish a fire;
    - ii) Explosion;
    - iii) Lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse;
    - iv) Vandalism, malicious mischief or theft;
    - v) "Flood", surface "water", waves, tides, tidal waves, overflow of any body of "water", or their spray, all whether driven by wind or not; mudslide or mudflow; or "water" that backs up or overflows from a sewer, drain or sump, and any other "water" damage including "water" damage resulting from a "home system breakdown"; or
    - vi) Any earth movement including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action.
2. "We" will not pay for any property that is not "covered home equipment" except for refrigerated property to the extent it is covered under Spoilage.

#### DEDUCTIBLE:

Subject to the limit provided under the Agreement section of this form, "we" will pay only that part of the loss that exceeds \$500 or the deductible indicated on the coverage page. No other deductible applies to this coverage.

#### CONDITIONS:

The following Conditions are added:

##### 1. Environmental, Safety and Efficiency Improvements

- (a) If "covered home equipment" requires replacement due to a "home system breakdown," "we" will pay "your" additional cost to replace with equipment that is better for the environment, safer for people, or more energy or "water" efficient than the equipment being replaced.
- (b) However, "we" will not pay to increase the size or capacity of the equipment and "we" will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which actual cash value applies and does not increase any of the applicable limits.

##### 2. Loss Settlement

Losses under this form will be settled as follows:

- (a) Our payment for damaged covered property will be the smallest of:
  - i) The applicable limit of liability;
  - ii) The cost to repair the damaged property;
  - iii) The cost to replace the damaged property with like kind, quality and capacity on the same "premises"; or
  - iv) The necessary amount actually spent to repair or replace the damaged property.

- (b) Except as described in Environmental, Safety and Efficiency Improvements above, "you" are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- (c) If "you" do not repair or replace the damaged "covered home equipment" within 24 months after the date of the "home system breakdown," then "we" will pay only the smaller of:
  - i) The cost it would have taken to repair or replace at the time of the "home system breakdown"; or
  - ii) The actual cash value at the time of the "home system breakdown."

**3. Other insurance Clause**

If there is other insurance that applies to a loss or claim, or would have applied if this coverage did not exist, this coverage will be considered excess insurance and there will be no payment for any loss or claim until the amount of such other insurance is used up.

**All other terms and conditions of the policy to which this coverage applies remain unchanged.**

**CANNABIS COVERAGE ENDORSEMENT F340**

If the "Declaration Page" indicates that the Cannabis Coverage Endorsement applies, the policy to which this Endorsement is attached is amended as follows:

**SECTION I – RESIDENCE COVERAGES**

**PERSONAL PROPERTY WITH SPECIAL LIMITS OF INSURANCE**

"We" also insure:

"your" legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$500 in all but only while on "your" "premises". Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per "dwelling", will be deemed an illegal growing operation negating coverage under this Special Limit. These limits apply to loss or damage caused by any and all insured perils.

**A. FARM RESIDENCE PACKAGE I**

**EXCLUSIONS**

**PROPERTY NOT INSURED – "We" do not insure:**

- 10. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

**D. FARM RESIDENCE PACKAGE III**

**EXCLUSIONS**

**PROPERTY NOT INSURED – "We" do not insure:**

- 10. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

**SECTION II – FARM PROPERTY COVERAGES**

**BUILDINGS AND CONTENTS**

**PROPERTY INSURED**

**A. Farm Buildings**

- 1. **Blanket Cover:** If the "Coverage Summary Page" shows an amount of insurance for buildings with Blanket cover, "we" insure "farm" buildings on "your" "premises",

including their permanently attached fixtures and equipment, owned by "you" and used in connection with "your" farming operations. "We" do not insure:

- j. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
  - 2. **Scheduled Cover:** If the "Coverage Summary Page" shows an amount of insurance for buildings with "scheduled" cover, "we" insure the buildings described under Scheduled Items on the "Coverage Summary Page" and for which an amount of insurance is shown, including their permanently attached fixtures and equipment. "We" do not insure:
    - d. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
- B. Farm Building Contents**
- 3. **Property Not Insured** these exclusions apply to both Blanket and Scheduled Cover. "We" do not insure:
    - l. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

## SECTION IV – ENDORSEMENTS

### ADDITIONAL COVERAGE - PLUS – SPECIAL LIMITS OF INSURANCE

"We" also insure:

"your" legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$500 in all but only while on "your" "premises". Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per "dwelling", will be deemed an illegal growing operation negating coverage under this Special Limit. These limits apply to loss or damage caused by any and all insured perils.

## SECTION V – CONDITIONS

### GENERAL EXCLUSIONS

- 5. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

All other terms, limits and conditions of the policy to which this form is attached apply.

## COMMUNICABLE DISEASE EXCLUSION - X200

### THIS POLICY EXCLUSION LIMITS COVERAGE AFFORDED UNDER THE PROPERTY SECTIONS OF THIS POLICY. PLEASE READ CAREFULLY.

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
  - a. a Communicable Disease;
  - b. the fear or threat (whether actual or perceived) of a Communicable Disease; or
  - c. any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a Communicable Disease.
2. For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense or other amount includes, but is not limited to, loss of revenue or income and/or replacement costs of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor or test with respect to:
  - a. for a Communicable Disease, or
  - b. any property that is affected or may be affected by such Communicable Disease.
3. For the purposes of this exclusion, a Communicable Disease means any disease, illness, infection, sickness or syndrome which can be transmitted, either directly or indirectly, by any substance or agent between or from any organism to another organism (whether of the same or any other species) where:
  - a. the substance or agent includes, is comprised of, or contains any virus, bacterium, prion, parasite or other organism or microorganism, or any variation, mutation or evolution thereof whether living or not, and
  - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - c. the disease, illness, infection, sickness, syndrome, substance or agent can or does:
    - i. cause or threaten to cause damage to human health or human welfare; or
    - ii. cause or threaten to cause damage to, deterioration of, loss of value of, marketability of or loss of use of any property; or
    - iii. otherwise cause or threaten to cause any loss of revenue, income, market share, or patronage of any kind.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
5. Neither this exclusion nor its absence from any prior insurance policy contract(s) shall be used to demonstrate coverage under such prior insurance policy contract(s).

## SECTION V – CONDITIONS

### STATUTORY CONDITIONS

#### Misrepresentation

1 If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to “the insurer” in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### Property of others

2 The insurer is not liable for loss or damage to property owned by a person other than the insured, unless:

- (a) otherwise specifically stated in the contract; or
- (b) the interest of the insured in that property is stated in the contract.

#### Change of interest

3 The insurer is liable for loss or damage occurring after an authorized assignment under *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law, or by death.

#### Material change in risk

- 4(1) The Insured must promptly give notice in writing to “the insurer” or its agent of a change that is:
- (a) material to the risk; and
  - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subsection (1) of this condition, “the insurer” may:
- (a) terminate the contract in accordance with Statutory Condition 5; or
  - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to “the insurer” an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

#### Termination of Insurance

- 5(1) This contract may be terminated:
- (a) by “the insurer” giving to the insured 15 days’ notice of termination by registered mail, or five days’ written notice of termination personally delivered;
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer:
- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as is practicable.
- (3) If the contract is terminated by the insured, “the insurer” must refund as soon as is practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured’s postal address.

## Requirements after loss

- 6(1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions 9:
- (a) immediately give notice in writing to the insurer;
  - (b) deliver as soon as practicable to "the insurer" a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
    - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;
    - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured;
    - (iv) stating the amount of other insurances and the names of other insurers;
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on the property;
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued;
    - (vii) stating the place where the insured property was at the time of loss;
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
  - (d) if required by "the insurer" and if practicable:
    - (i) produce books of account and inventory lists;
    - (ii) provide invoices and other vouchers verified by statutory declaration; and
    - (iii) provide a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or provided under clauses (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## Fraud

- 7 Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

## Who may give notice and proof

- 8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made:
- (a) by the agent of the insured if:
    - (i) the insured is absent or unable to give the notice or make the proof; and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refused to do so, or in the circumstances described in clause (2) of this condition.

## Salvage

- 9(1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

## Entry, control, abandonment

- 10 After loss or damage to insured property, "the insurer" has:
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but:
    - (i) without the insured's consent, "the insurer" is not entitled to the control or

- (ii) possession of the insured property; and
- (ii) without the insurer's consent, there can be no abandonment to it of insured property.

### **Appraisal**

- 11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *The Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until:
  - (a) a specific demand is made for it in writing; and
  - (b) the proof of loss has been delivered to the insurer.

### **When loss payable**

- 12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory 6 and delivered to the insurer.

### **Repair or Replacement**

- 13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damage on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If "the insurer" gives notice under subsection (1) of this condition, "the insurer" must begin to repair, rebuild or replace the property with 45 days after receiving the proof of loss and must proceed with all due diligent to complete the work within a reasonable time.

### **Notice**

- 14(1) Written notice to "the insurer" may be delivered at, or sent by registered mail to, the chief office or head office of "the insurer" in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to "the insurer" by the insured.

The following General Exclusions and General Conditions shall apply to all fire, fire and extended and multi-peril riders and endorsements attached to this policy, except as these exclusions or conditions may be modified or supplemented by the riders and/or endorsements attached to this policy.

## **GENERAL EXCLUSIONS**

This policy does not cover:

- 1. loss, destruction or damage caused by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- 2. loss, destruction, or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage
- 3. loss, destruction or damage caused by contamination by radioactive material;
- 4. loss, directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any bylaw, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which bylaw, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.
- 5. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;



## **GENERAL CONDITIONS**

1. Subject to general conditions 2 below, the company shall not be liable:
  - a. for more than the portion of any loss, destruction or damage covered by this policy which the applicable limit under this policy bears to the total amount of insurance coverage against the peril of fire, irrespective of whether or not such other insurance provides insurance in respect to the perils covered by this policy, whether by endorsement thereto or otherwise;
  - b. where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if the insurance under this policy had not been effected.
2. If the insured has at the inception date of this policy any other insurance on the property covered by this policy which is not disclosed to the company, or effects any other insurance thereon after the inception date of this policy without the written consent of the company this policy shall be void.

## **REINSTATEMENT**

3. Unless notice is given to "the insurer" to the contrary, any reduction in the amount insured under any item of this policy due to the payment of any loss or losses shall upon such payment automatically be reinstated for the balance of the term of said Policy, and additional premium on a pro rata basis, shall on demand become payable therefor.

## **DEDUCTIBLE CLAUSE**

4. The company is liable only for the amount by which the loss or damage caused by any of the perils insured against under this policy exceeds the amount of deductible in any one occurrence.

## **NOTICE TO AUTHORITIES**

5. Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

## **NO BENEFIT TO BAILEE**

6. It is warranted by the insured that this insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

## **PAIR AND SET**

7. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, but in no event shall such loss or damage be construed to mean total loss of the set.

## **PARTS**

8. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled consisting when complete for use of several parts, the company is not liable for more than the insured value of the part lost or damage, including the cost of installation.

## **YOUR DUTY AFTER LOSS.**

9. It is "your" duty in the event that any property insured by this policy is lost to take all reasonable steps to recover such property. "We" will contribute pro rata towards any reasonable and proper expenses in connection with such efforts according to the respective interests of the parties.

## **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

10. "Your" rights to recover any part of "your" loss, for which "we" have made or agreed to make payment under this policy, are transferred to "us". "You" must not impair those rights and must help "us" enforce them. When the net amount recovered after deducting the costs of recovery is not enough to provide a complete indemnity for the loss or damage suffered, that amount will be divided between "you" and "us" in the proportion in which the loss or damage has been borne by "you" and "us".

## **AUTOMOTIVE FUELS.**

11. Any fuels used for automotive purposes must be stored in accordance with government regulations.

## **NON WAIVER**

12. "We" shall not be deemed to have waived any term or condition of this policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither "we" nor "you" may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under this policy.

## **EXAMINATION OF INSURED**

13. In the event of a claim under this policy, "you" must submit to examination under oath, at our request, and "produce" for examination at such reasonable place and time as designated by "us" or our representative, all documents in "your" possession or control that relate to the matters in question, and "you" must permit extracts and copies of such documents to be made.

## **VALUATION AND REPLACEMENT**

14. Unless otherwise provided, the company is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

## **SUBROGATION**

15. The company, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the insured against any person, and may bring action in the name of the insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the company and the insured in the proportions in which the loss or damage has been borne by them respectively.

## **CANADIAN CURRENCY**

16. All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

## **CO-OPERATION**

17. You are required to:
  - a. help "us" obtain witnesses, information and evidence about the loss or damage and cooperate with "us" in the investigation of any claim or in any legal action if "we" ask you;
  - b. immediately send "us" everything received in writing concerning the claim including legal documents.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived by the company in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the insurer. Neither "the insurer" nor the insured shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal of the amount of loss to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the policy.

\*\* *The Limitations Act S.S. 2004, c.L-16.1* May 1, 2005

**Basic limitation period**

5. Unless otherwise provided in this Act, no proceedings shall be commenced with respect to a claim after two years from the day on which the claim is discovered.

**Discovery of claim**

6. (1) Unless otherwise provided in this Act and subject to subsection (2), a claim is discovered on the day on which the claimant first knew or in the circumstances ought to have known:
- (a) that the injury, loss or damage had occurred;
  - (b) that the injury, loss or damage appeared to have been caused by or contributed to by an act or omission that is subject of the claim;
  - (c) that the act or omission that is the subject of the claim appeared to be that of the person against whom the claim is made; and
  - (d) that, having regard to the nature of the injury, loss or damage, a proceeding would be an appropriate means to seek to remedy it.
- (2) A claimant is presumed to have known of the matters mentioned in clauses (1)(a) to (d) on the day on which the act or omission on which the claim is based took place, unless the contrary is proved.

**Ultimate limitation periods**

7. (1) Subject to subsections (2) to (4), with respect to any claim to which a limitation period applies, no proceeding shall be commenced after 15 years from the day on which the act or omission on which the claim is based took place.
- (2) With respect to any claim against a purchaser of property for value acting in good faith to which a limitation period applies, no proceeding shall be commenced with respect to conversion of the property after two years from the day on which the property was converted, whether or not the limitation period has expired.
- (3) Repealed 2007, c28, s3.
- (4) With respect to a claim based on an act or omission that causes or contributes to the death of an individual, no proceeding shall be commenced after two years from the earlier of:
- (a) the day on which the death of the individual is discovered; and
  - (b) the day on which, by a decision of a court of competent jurisdiction, the individual is presumed to have died.

## STANDARD MORTGAGE CLAUSE

(approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

### **Breach of Conditions by Mortgagor, Owner or Occupant**

1. This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN — is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk; PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or nonoccupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee — on reasonable demand — from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

### **Right of Subrogation**

2. Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that — as to the Mortgagor or Owner — no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

### **Other Insurance**

3. If there be any other valid and collectible insurance upon the property with loss payable to the Mortgagee — at law or in equity — then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

### **Who May Give Proof of Loss**

4. In the absence of the insured, or the inability, refusal or neglect of the insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

### **Termination**

5. The term of this mortgage clause coincides with the term of the policy; PROVIDED ALWAYS that “the insurer” reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

### **Foreclosure**

6. Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchase under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

Subject to the terms of this Mortgage Clause (and these shall supersede any policy provisions in conflict therewith but only as to the interest of the Mortgagee), loss under this policy is made payable to the Mortgagee.