

FARM LIABILITY

Various provisions in this Form restrict coverage.
Read the entire Form carefully to determine rights, duties and what is and is not covered.

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LIABILITY COVERAGE

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IMPORTANT

Unless stated on the Declaration Page it is understood and agreed:

- (a) "You" own no Residence "Premises" other than the Principal Residence maintained by "You";
- (b) "You" own no watercraft:
 - i. equipped with an outboard motor rated more than 19kW (25 h.p.);
 - ii. equipped with an inboard/outboard motor rated more than 38kW (50 h.p.);
 - iii. of any other type over 8 metres (26 feet) in overall length;
- (c) no "custom farming" is conducted;
- (d) no "business" or occupational pursuits are conducted on the "premises" other than "farming";
- (e) there are no elevators, escalators or inclinators in any dwelling.

DEFINITIONS

"You" or "Your" have the same meaning as in the Personal Lines and Farm Common Definitions, Exclusions and Conditions form. In addition, "We" will insure:

- (1) any person or organization legally liable for damages caused by a watercraft or an animal owned by "You", and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any "business" or without the owner's permission;
- (2) "Your" legal representative having temporary custody of the insured "premises", if "You" die while insured by this Form, for legal liability arising out of the insured "premises";
- (3) any person who is insured by this Form at the time of "Your" death and who continues residing on the insured "premises";
- (4) any residence or farm employee while performing duties described in these definitions;
- (5) "Your" parent while residing in a nursing home or other healthcare facility;
- (6) any executive officer or director if the Named Insured on the Declaration Page is a corporation, but only with respect to their duties as officers or directors. If the corporation is a family corporation, "You" and "Your" refer to the occupant(s) of the principal farm residence.
- (7) any partner or member if the Named Insured on the Declaration Page is a partnership or joint venture, but only with respect to their duties as such
- (8) any "student" insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university
- (9) any person while providing voluntary assistance in the farming operations on your behalf

"**Action**" means a civil proceeding in which compensatory damages because of "Bodily Injury" or "Property Damage" to which this insurance applies is alleged. "Action" includes an arbitration proceeding alleging such damages to which "You" must submit or submit 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. Employment as a clerk, salesman, collector, messenger or teacher shall be deemed "business" only where:

- (1) an insured is the sole owner or a partner in such business; or
- (2) activities in the course of such employment cause "Bodily Injury" to a fellow employee; or
- (3) bodily injury is sustained by a pupil arising out of corporal punishment administered by or at the direction of an insured as a teacher.

"Business" shall not include:

- (a) activities during the course of an insured's trade, profession or occupation which are ordinarily incidental to non-business pursuits; or
- (b) the temporary or part-time business pursuits of an insured under the age of 21 years.

"**Business Property**" means:

- (1) all Premises on which a Business other than that specifically declared on the Declaration Page is conducted; and
- (2) all Premises if the whole or part thereof is rented to others or held for such rental by an insured, except as specifically declared on the Declaration Page.

"Business Property" shall not include:

- (a) the occasional rental or holding for rental of the Residence Premises;
- (b) the rental in whole or in part to others of a 1, 2 or 3 family dwelling usually occupied in part by the insured as a residence, unless such rental is for the accommodation of more than 2 roomers or boarders per family occupying the dwelling;
- (c) residential buildings containing not more than 6 dwelling units if specifically declared on the Declaration Page;
- (d) the rental or holding for rental of a part of the Residence Premises as an office, school or studio;
- (e) the rental or holding for rental of not more than 3 car spaces or stalls in garages or stables on the Premises insured.

"**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 the Insured. 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 by "You" or on "Your" behalf of any farm tractors, farm trailers attached to farm tractors, self-propelled or motor or animal drawn farm implements, draft animals or vehicles commonly used therewith while being used under contract to another for a charge.

"Declaration Page" means the Section of the Policy containing basic information such as the name and address of the Named Insured, the description and location of the insured "premises", the Policy term, the amount of coverage, and premium amounts.

"Farm Employee" means an employee whose duties in the employment of the insured are principally those connected with farm activities outside of the "Insured's" Residence "Premises"

"Farming" means the ownership, maintenance or use of premises for the production of crops or the raising or care of livestock, including all necessary operations. "Farming" also includes the operation of roadside stands and farm markets maintained principally for the sale of the Insured's farm products. "Farming" does not, however, include "custom farming" or "custom crop spraying" or horseback riding instruction operations.

"Insured premises" means:

- (1) all residence premises, all premises which the Named Insured or his spouse owns, rents or operates as a farm, and if declared in the "Declaration Page" other farm premises or residential premises containing not more than 6 dwelling units, and all private approaches to such premises;
- (2) all other premises and private approaches thereto for use of the Named Insured or his spouse in connection with the premises described on the Declaration Page;
- (3) individual or family cemetery plots or burial vaults;
- (4) premises on which an Insured is temporarily residing, if not owned by any Insured;
- (5) vacant land owned by or rented to any Insured, including such vacant land on which a family dwelling or a farm structure is being constructed by an Insured for use as a residence or a farm structure by any Insured, or by an independent contractor for an Insured; but insured premises does not include any business property other than a farm.

"Medical Expense" means expense for necessary medical, surgical, x-ray, dental, prosthetic devices, ambulance, hospital, professional nursing and funeral services which are not recoverable under any medical, dental, surgical or hospitalization plan or law.

"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:

- (a) utility, boat, camp or home trailer;
- (b) recreational vehicle;
- (c) crawler or farm type tractor;
- (d) self-propelled implement of husbandry; or
- (e) if not required to be registered under any government authority, any equipment which is designed for use principally off public roads.

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

"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.

"Product Hazard" means "Bodily Injury" or "Property Damage" arising out of the Named Insured's Products, or out of the existence of any condition therein or any warranty with respect thereto, but only if the "Bodily Injury" or "Property Damage" occurs away from "Premises" owned, rented or controlled by the "You" and after physical possession of such products has been relinquished to others.

As used in this definition, the term Named Insured's products means goods or products sold, handled or distributed by the Named insured shown on the "Declaration Page" or by others trading under his name, but shall not include any property rented or loaned for the use of others but not sold.

"Property Damage" means physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom.

"Recreational Motor Vehicle" means, if not subject to "motor vehicle" registration, any land "motor vehicle", designed for recreational use off public roads.

"Residence Employee" means an employee of any Insured whose duties are exclusively in connection with the maintenance or use of the residence premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any Insured's business pursuits or farming operations.

"Residence Property" means:

- (1) a 1,2 or 3 family dwelling where the Named Insured or his spouse maintains a residence, or
- (2) that portion of any other building occupied by the Named Insured or his spouse as a residence.

"Self-propelled Implement of Husbandry" means a self-propelled vehicle (other than a crawler or farm type tractor)

manufactured, designed, redesigned, converted or reconstructed for a specific use in farming, while used for such purpose or when travelling from farm to farm or to such places as may be necessary for the maintenance or repair of the vehicle.

“**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.

“**Tenant**” means one who rents property from another.

“**Unmanned Air Vehicle System(s)**” means a power-driven aircraft that is operated without a flight crew member onboard, with its flight controlled either autonomously by onboard computers or by the remote control of an operator. This includes the airframe, motor, propellers, rotors, battery, spare parts, vehicle navigation system or flight controller, and ground control systems. “Unmanned Air Vehicle System(s)” does not apply to model aircraft.

COVERAGES

This insurance applies only to accidents or “occurrences” which take place during the policy period.

If “You” are a resident of any other country, “Your” Legal Liability Coverage is restricted to while “You” are within Canada.

When this Form does not insure “Your” principal residence premises, coverage applies only for claims arising out of the ownership of the premises described on the Declaration Page or from the farm operation on these premises.

The Limits of Insurance are shown on the Declaration Page. Each person insured is a separate Insured but this does not increase the limit of insurance.

LEGAL LIABILITY

“We” agree to pay on “Your” behalf all sums which “You” become legally liable to pay as compensatory damages because of unintentional “Bodily Injury” or if caused by accident “Property Damage”.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES

This insurance applies only to “bodily injury” or “property damage” and medical expenses arising out of the ownership, maintenance or use of the premises shown on the “Declaration Page” and operations necessary or incidental to those premises.

TENANTS’ LEGAL LIABILITY

“We” agree to pay on “Your” behalf all sums which “You” become legally liable to pay as compensatory damages for unintentional “Property Damage” to premises, or their contents, which “You” are using, renting or have in “Your” custody or control caused by an accident or “occurrence”.

CONTINGENT EMPLOYERS LIABILITY

“We” agree to pay on “Your” behalf all sums which “You” become legally liable to pay as compensatory damages for unintentional “Bodily Injury” to “farm employees” on whose behalf contributions are made by “You” or required to be made by “You” under the provision of any Workers’ Compensation Statute. Loss Or Damage Not Insured — All Coverages (6) (a), (b) and (8) do not apply to this coverage.

LEGAL LIABILITY FOR DAMAGE TO NON-OWNED IMPLEMENTS

“We” will pay the amount of loss imposed by law upon “You” for loss or damage to non-owned implements, including equipment, while in

“Your” care, custody or control or physical control provided:

- (1) “We” will not pay more than \$100,000 (exclusive of interest and costs) for any one “occurrence”;
- (2) the implement is being used for “farming” purposes with the consent of the owner or lessee of the implement.

Loss Or

Damage Not Insured — Under Legal Liability (25) (a) and (b) do not apply to this coverage.

DEFENSE, SETTLEMENT, SUPPLEMENT, SUPPLEMENTARY PAYMENTS

Under Legal Liability, “We” will defend “You” against any “action” which makes claim against “You” for which “You” are insured under this liability coverage 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 “action” if “We” decide this is appropriate.

In addition to the limit of insurance on the Declaration Page, “We” will pay:

- (1) all expenses which “We” incur;
- (2) all costs charged against “You” in any “action” insured under Legal Liability;
- (3) any interest accruing after judgment on that part of the judgment which is within the Limit of Insurance of Legal Liability;
- (4) premiums for appeal bonds required in any insured “action” involving “You” and bonds to release any property that is being held as security, up to the Limit 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 Form;
- (6) reasonable expenses, except loss of earnings, which “You” incur at “Our” request including actual loss of income up to \$100 per day.

VOLUNTARY MEDICAL PAYMENTS

The Insurer will pay to or for each person who sustains "Bodily Injury" caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such "Bodily Injury", provided such "Bodily Injury":

- (1) is sustained while on the insured premises with the permission of any Insured, or
- (2) is sustained elsewhere and:
 - (a) arises out of a condition in the insured premises or the ways immediately adjoining, or
 - (b) is caused by any Insured, by any farm employee or residence employee in the course of his employment by an Insured, or by any animal owned by or in the care of any Insured, or
 - (c) is sustained by any residence employee and arises out of and in the course of his employment by any Insured.

The Limit of Insurance shown in the Declaration Page is the maximum amount "We" will pay for each person in respect of one accident or "occurrence".

VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

"We" will pay for unintentional direct 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", 12 years of age or under.

Basis of Payment: "We" will pay whichever is the least of the following:

- (1) the actual cash value of the property at the time of loss;
- (2) what it would cost to repair or replace the property with materials of similar quality at the time of loss;
- (3) the amount shown in the Declaration Page.

"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:

- (a) the amount, place, time and cause of loss;
- (b) the interest of all persons in the property affected;
- (c) the actual cash value of the property at the time of loss.

If necessary, "You" must help "Us" verify the damage.

VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

"We" offer to pay the benefits described below if "Your" employee is injured or dies accidentally while working for "You", even though "You" are not legally liable.

If "Your" employee does not accept these benefits or sues "You", "We" may withdraw "Our" offer, but this will not affect "Your" Legal Liability insurance. An employee who accepts these benefits must sign a release giving up any right to sue "You". "We" have the right to recover from anyone, other than "You", who is responsible for the employee's injury or death.

An injured employee will, if requested:

- (a) submit to physical examination at "Our" expense by doctors "We" select as often as "We" may reasonably require;
- (b) authorize "Us" to obtain medical and other records.

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

"We" will not pay benefits:

- i. unless "Your" employee was actually performing duties for "You" when the accident happened;
- ii. for any hernia injury;
- iii. for injury or death caused by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.

Weekly Indemnity

"Weekly Indemnity" means two-thirds of "Your" employee's weekly wage at the date of the accident, but "We" will not pay more than \$200 per week.

Schedule of Benefits — Voluntary Compensation for Residence Employees

Loss of Life

If "Your" employee dies from injuries received in the accident within the following 25 weeks, "We" will pay:

- (a) to those wholly dependent upon the employee, a total of 100 times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death;
- (b) actual funeral expenses up to \$500.

Temporary Total Disability

If "Your" employee becomes temporarily totally disabled from injuries received in the accident within the following 14 days and cannot work at any job, "We" will pay weekly indemnity up to 26 weeks while such disability continues. "We" will not pay for the first seven days unless the disability lasts for 6 weeks or more.

Permanent Total Disability

If "Your" employee becomes temporarily totally disabled from injuries received in the accident within the following 26 weeks and cannot work at any job, "We" will pay weekly indemnity for 104 weeks in addition to benefits provided under Temporary Total Disability.

Injury Benefits

If, as a result of the accident, "Your" employee suffers the loss of, or permanent loss of use 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 104 weeks in total even if the accident results in loss of more than one item.

For loss of:

- (a) one or more of the following:
 - i. hand
 - ii. arm
 - iii. foot
 - iv. leg.....104 weeks
- (b) one finger or toe.....26 weeks
 - or
 - more than one finger or toe.....52 weeks
- (c) one eye.....52 weeks
 - or
 - both eyes.....104 weeks
- (d) hearing of one ear.....26 weeks
 - or
 - hearing of both ears.....104 weeks

Medical Expenses

If, as a result of the accident, "Your" employee incurs "medical expenses" including surgical, dental, hospital, nursing and ambulance expenses within the following 26 weeks, "We" will pay up to a maximum of \$1,000 in addition to all other benefits. "We" will pay for the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, subject to a maximum of \$5,000. "We" do not insure "You" for costs recoverable from other insurance plans.

LOSS OR DAMAGE NOT INSURED — ALL COVERAGES

"You" are not insured for claims arising from:

- (1) any "business" use of "Your" premises, other than "farming" operations, unless stated on the Declaration Page;
- (2) the rendering of or the failure to render any professional service;
- (3) liability arising out of any act or omission in connection with premises (other than the Premises insured), owned, rented or controlled by "You", but this does not apply to "Bodily Injury" sustained by a "residence employee" arising out of and in the course of his or her employment by "You";
- (4) (a) "Bodily Injury" or "Property Damage" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (i) at or from any premises, site or location which is or was at any time, owned, rented or occupied by "You"; or
 - (ii) at or from any premises, site or location which is or was at any time, used by or for "You" or others for the handling, storage, disposal, processing or treatment of waste; or
 - (iii) which are or were at any time transported, handled, stored, treated, disposed or, or processed as waste by or for "You" or any person or organization for whom "You" may be legally responsible; or
 - (iv) at or from any site or location on which "You" or any contractors or subcontractors working directly or indirectly on behalf of "You" are performing operations:
 - (1) if the pollutants are brought on or to the premises, site or location in connection with such operations; or
 - (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants;
- (b) any loss, cost or expense arising out of any governmental direction or request that "You" test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

The exclusions in 4(a) (i)-(iv) are to be interpreted as excluding losses arising from or occasioned by "Your" farm or "business" activities, but these exclusions shall not apply to losses arising from or occasioned by "Your" residential

use of the dwelling (i.e. the dwelling structure only, and not unattached non-dwelling structures) scheduled as an insured location on this Policy.

- (5) the application of Anhydrous Ammonia away from "Your" premises (unless covered under "custom farming");
- (6) the ownership, maintenance, operation, use, loading or unloading of:
 - (a) any air cushion vehicle, any aircraft or any "unmanned air vehicle system"
 - (b) any "motor vehicle" or trailer owned or operated by, or rented or loaned to "You" but this does not apply to "Bodily Injury" or "Property Damage" occurring on "Your" premises if the "motor vehicle" is not subject to "motor vehicle" registration (except motorcycles) because it is used mainly on "Your" premises or kept in dead storage on "Your" premises;
 - (c) any "recreational motor vehicle" owned by "You", if the "Bodily Injury" or "Property Damage" occurs away from "Your" premises,
Exclusion (c) does not apply to "Bodily Injury" or "Property Damage" arising out of the ownership, use or operation of a golf cart on the insured "premises" or on a golf course or if coverage for the golf cart is shown on the "Declaration Page".
Exclusion (c) does not apply to "Bodily Injury" or "Personal Damage" arising out of the ownership, use or operation of a "personal transporter".
Exclusions (b) and (c) do not apply to "Bodily Injury", sustained by a "Residence Employee" arising out of and in the course of his or her employment by an "insured".
- (7) the ownership, existence, use or operation by or on "Your" behalf of any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto;
- (8) the ownership, maintenance, operation, use, loading or unloading of any watercraft owned by "You" if the watercraft:
 - (a) has inboard or inboard-outboard motor power of more than 38kW (50 h.p.) or
 - (b) is powered by an outboard motor(s), singly or in combination of more than; 19 kW (25 h.p.);
 - (c) is more than 8 metres (26 feet) in overall length (with or without auxiliary power);this exclusion does not apply to:
 - (i) "Bodily Injury" or "Property Damage" occurring on "Your" premises, or
 - (ii) "Bodily Injury" to any "residence employee" arising out of and in the course of his or her employment by "You", or
 - (iii) watercraft declared on the Declaration Page, or
 - (iv) watercraft acquired by "You" during the policy period, which is declared to the company within 30 days of such acquisition and endorsed hereon;
- (9) in respect to any "custom farming" operations as herein defined, unless specified on the Declaration Page and an additional premium charge is made therefor;
- (10) "Bodily Injury" to any employee, other than a "residence employee", if the "Bodily Injury" arises out of and in the course of his or her employment by "You" (except as provided by Contingent Employers Liability);
- (11) any obligation for which "You" may be held liable under any Workers' Compensation Statute;
- (12) "Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed, demolition, weight pull or similar contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (13) "Bodily Injury" or "Property Damage" with respect to which under this coverage "You" are also insured under a contract of nuclear energy liability insurance (whether "You" are unnamed in such contract and whether or not it is legally enforceable by "You") issued by the Nuclear Insurance Association of Canada or any other group or pool or Insurers or would be an Insured under any such Policy but for the termination upon exhaustion of its limit of liability;
- (14) the ownership, use or operation by "You" or on "Your" behalf of:
 - (a) any portion of a riding or boarding stable operation unless shown on the Policy Declaration Page;
 - (b) race horses off "Your" premises, but this does not apply to grazing away from "Your" premises;
 - (c) horses off the insured premises for the purpose of competing in a horse pull, draw or similar contest;
- (15) any type of actual or alleged discrimination including discrimination due to sex, age, marital status, colour, race, creed or national origin;
- (16) 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) at the direction of any person or any named insured who is insured by this policy;
- (17) failure of any person insured by this Form to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment.
- (18) any loss, cost or expense incurred by "You" or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (a) products manufactured, sold, handled or distributed by "You"; or
 - (b) work performed by or for "You", arising out of such product or work or any part thereof;If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

- (19) any liability arising out of the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat;
- (20) liability assumed by "You" under any contract or agreement not in writing or under any contract or agreement in connection with business pursuits (other than farming) or professional services of the Insured, but this exclusion does not apply to a warranty of goods or products;
- (21) any actual or alleged "Bodily Injury", "Property Damage", "personal injury" or "medical payments" or any other cost, loss or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any material containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense;
- (22) (a) "Bodily Injury", "Property Damage", "personal injury" or "medical payments" or any other cost, loss or expense incurred by others, 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 any "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
- (b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 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 a) or b) above.
- This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.
- (23) "Bodily Injury", "Property Damage" or "Personal Injury" arising out of:
- erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
 - erroneously creating, amending, entering, deleting or using "Data";
- including any loss of use arising therefrom.
- Additionally, this insurance does not apply to any "personal injury" or "advertising injury", if otherwise insured, arising out of the distribution or display of "Data", by means of an Internet Website, the Internet, an intranet, extranet, or similar device of system designed or intended by electronic communication of "Data".

UNDER LEGAL LIABILITY, TENANTS' LEGAL LIABILITY AND VOLUNTARY MEDICAL PAYMENTS

- (24) (a) "Bodily Injury" or "Property Damage" caused by any intentional or criminal act, or the failure to act by:
- (i) any person insured by this Form; or
- (ii) any other person at the direction of any person insured by this Form;
- (b) "Bodily Injury" to "You", any person regularly residing on the premises (other than a "Residence Employee"), any person who is engaged in work incidental to the maintenance, use or operation of the farm premises, or while engaged in "Your" alteration, demolition or new construction operations (except as provided under Contingent Employers Liability), but this exclusion shall not apply to a person, on the farm premises, who does work for which no charge is made or contemplated; or
- (c) the transmission of a communicable disease by any person insured by this Form;

UNDER LEGAL LIABILITY

- (25) "Property Damage" to:
- (a) property "You" own, use, occupy, lease, sell, give away or abandon; or
- (b) any property in "Your" care, custody or control or as to which "You" are for any purpose exercising physical control;
- (c) any personal property or any fixtures as a result of any work performed thereon, by "You" or anyone on "Your" behalf;
- (26) the ownership, maintenance, use or operation by or on "Your" behalf of any premises other than as defined, but this exclusion shall not apply to:
- (a) the grazing of livestock on premises away from farm premises owned or leased by "You";
- (b) farm premises or residence purchased or leased by "You" during the period this Policy is in force, which is declared to "Us" within 20 days of such acquisition and endorsed hereon;

UNDER TENANTS' LEGAL LIABILITY

- (27) liability assumed by "You" under contract except liability which would attach in the absence of such contract;

UNDER VOLUNTARY MEDICAL PAYMENTS

- (28) (a) expenses covered by any medical, dental, surgical or hospitalization plan or law, or by the Legal Liability of this Form, or under any other insurance contract;
- (b) "Your" "medical expenses" or those of any person residing with "You", other than "residence employees";
- (c) "medical expenses" of any person covered by any Workers' Compensation Statute or disability benefits law or any similar law;
- (d) expenses arising from the products hazard;
- (e) the ownership, use or operation of any motorized vehicles, recreation vehicles, trailer or watercraft;

- (f) for any portion of medical expense, the payment of which is prohibited by law;

UNDER VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

- (29) (a) any "business" or occupational pursuits by "You", or to any "occurrence" in connection with premises other than as defined, which are owned, rented or controlled by "You"; or
- (b) loss of property owned by or rented to "You", any resident of "Your" household or any "tenant"; or
- (c) loss caused intentionally by or at the direction of an insured who has attained the age of 13 years or more;
- (d) loss which is caused by loss of use, disappearance or theft of property;
- (e) losses which are insured under Property or Legal Liability coverage;
- (f) the ownership, use or operation of any motorized vehicles, recreation vehicles, trailer or watercraft;

CONDITIONS

- (1) **Limits of Liability:** The inclusion herein of more than one Insured shall not increase "Our" limit of liability.
 - (a) Under LEGAL LIABILITY, TENANTS' LEGAL LIABILITY AND CONTINGENT EMPLOYERS LIABILITY — the limit stated on the Declaration Page is the limit of "Our" liability for all damages including damages for care and loss of service in respect of any one "occurrence", exclusive of interest and costs; if good or products from one crop, or one prepared or acquired lot shall after the sale produce injuries to more than one person or damage to or destruction of more than one thing; the injuries to all persons and all damages proceeding from that common cause shall be considered as constituting one "occurrence".
 - (b) Under VOLUNTARY MEDICAL PAYMENTS — the limit stated on the Declaration Page is the limit of "Our" liability for all expenses incurred by or on behalf of any one person for loss sustained through "Bodily Injury" in any one accident;
 - (c) Under VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY — the limit of "Our" liability for loss of property arising out of any one "occurrence" shall not exceed:
 - (i) the actual cash value of the property at time of loss; nor
 - (ii) what it would then cost to repair or replace the property with other of like kind and quality; nor
 - (iii) the limit stated on the Declaration Page; whichever of these is the least.Under this coverage, "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 thereof. Any property so paid for or replaced shall, at "Our" option, become "Our" property.
- (2) **Notice of Accident or Occurrence:** When an accident or "occurrence" takes place, written notice shall be given by or on "Your" behalf to "Us" or any of "Our" authorized representatives as soon as practicable. Such notice shall contain particulars sufficient to identify "You" and also, reasonably obtainable information respecting the time, place and circumstances of the accident or "occurrence", the names and address of the injured and of available witnesses.
- (3) **Notice of Claim or Action** — LEGAL LIABILITY, TENANTS' LEGAL LIABILITY, CONTINGENT EMPLOYERS LIABILITY: If claim is made or "action" is brought against "You", "You" shall immediately forward to "Us" every demand, notice, summons or other process received by "You" or "Your" representatives.
- (4) **Assistance and Co-Operation by "You"** — LEGAL LIABILITY, TENANTS' LEGAL LIABILITY, CONTINGENT EMPLOYERS LIABILITY: "You" shall co-operate with "Us" and, upon "Our" request, shall attend hearings and trials and shall assist in affecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of "actions". "You" shall not, except at "Your" own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident or "occurrence".
- (5) **Medical Reports: Proof and Payment of Claim** — VOLUNTARY MEDICAL PAYMENTS: As soon as practicable, "You" shall arrange for the injured person or someone on "Your" behalf to give "Us" written proof of claim, under oath if required, and at "Our" request execute authorization to enable "Us" to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by "Us" when and as often as "We" may reasonably require. "We" may pay the injured person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability.
- (6) **Proof and Payment of Loss** — VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY: As soon as practicable, but not later than 60 days after the loss, "You" shall file proof of loss with "Us", under oath if required, setting forth the interest of all persons in the property affected, the actual cash value thereof at the time of loss, and the amount, place, time and cause of such loss.
- (7) **Action Against Us** — LEGAL LIABILITY, TENANTS' LEGAL LIABILITY, CONTINGENT EMPLOYERS LIABILITY: No "action" shall lie against "Us" unless, as a condition precedent thereto, "You" shall have fully complied with all the terms of this Policy, nor until the amount of "Your" obligation to pay has been finally determined, either by judgement against "You" or by an agreement which has "Our" consent.
- (8) **Action Against Us** — VOLUNTARY MEDICAL PAYMENTS and VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY: No "action" shall lie against "Us" unless, as a condition precedent thereto, there has been full compliance

with all the terms of this Policy, nor until 60 days after the required proofs of claims have been filed with "Us".

- (9) **Other Insurance:** If, at the time of an accident or "occurrence" covered by this coverage, there is any other liability insurance with a company other than Heartland Farm Mutual Inc., which would attach if this insurance had not been effected, "We", under this coverage, shall be liable only for the excess, if any, of any loss over the applicable limit of the other insurance covering such loss.

If, at the time of an accident or "occurrence" covered by this coverage, there is any other liability insurance pursuant to a Policy issued by the Heartland Farm Mutual Inc., which would attach if this insurance had not been effected, "We" shall have a maximum limit of liability under all such coverages in all policies issued by "Us" of the amount which is shown at the highest single limit of liability on the Declaration Page of such policies.

- (10) **Premium Adjustment:** If the premium is based wholly or partly upon an estimate of receipts, such premium shall be subject to adjustment at the termination of the policy period if written for one year or less, or at the end of each annual period if written for more than one year, when "You" shall furnish to "Us" for the purpose of such adjustment a written statement of the exact amount of all receipts accruing during the period of such adjustment. If the earned premium computed thereon exceeds the advance premium paid for such estimates, "You" shall immediately pay the additional premium due "Us"; if less, "We" shall return to "You" the unearned portion of such premium subject to the retention of the minimum premium expressed in the coverage. When used as a premium basis, the word "receipts" shall mean the gross amount of money charged by "You" for such operations during the policy period as are rated on a receipts basis.

OPTIONAL EXTENSIONS OF COVERAGE

Coverage under this Form applies to the following Extensions of Coverage, only if specified on the Declaration Page. They are subject to all terms and conditions of this Policy, Form and Statutory Conditions 1, 3, 4, 5 and 15 also apply.

BROAD FORM PROPERTY DAMAGE

(Including Completed Operations)

It is agreed that:

Loss Or Damage Not Insured — Under Legal Liability (25) is deleted and replaced by the following:

- (25) (a) "Property Damage":
- (i) to property owned or occupied by or rented to "You", or, except with respect to the use of elevators, to property held by "You" for sale or entrusted to "You" for storage or safekeeping;
 - (ii) except with respect to liability under a written sidetrack agreement or the use of elevators, to
 - 1. property while on premises owned by or rented to "You" for the purpose of having operations performed on such property by or on "Your" behalf;
 - 2. tools or equipment while being used by "You" in performing "Your" operations;
 - 3. property in "Your" custody which is to be installed, erected or used in construction by "You";
 - 4. that particular part of any property, not on premises owned by or rented to "You":
 - (a) upon which operations are being performed by or on "Your" behalf at the time of the "Property Damage" arising out of such operations, or
 - (b) out of which any "Property Damage" arises, or
 - (c) the restoration, repair or replacement of which has been made necessary by reason of faulty workmanship thereon by or on "Your" behalf;
- (b) with respect to the completed operations hazard, "Property Damage" to work performed by "You" arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to "You", such as, but not limited to, Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance condition is amended accordingly.

PERSONAL INJURY LIABILITY

"We" will pay on "Your" behalf all sums which "You" shall become legally obligated to pay as compensatory damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offences committed in the conduct of "Your" "business":

Group A — false arrest, detention or imprisonment, or malicious prosecution;

Group B — the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on "Your" behalf;

Group C — wrongful entry or eviction, or other invasion of the right of private occupancy.

This insurance applies only to personal injury arising out of an offence committed during the period of this Extension within the Coverage Territory as follows:

- (a) Canada and the United States of America (including its territories and possessions).
- (b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in (a) above; or

- (c) All other parts of the world if the injury or damage arises out of:
 - i. Goods or products made or sold by "You" in the territory described in (a) above;
 - ii. The activities of an insured person whose home is in the territory described in (a) above, but is away for a short time on "Your" business; or
 - iii. "Personal Injury" offenses that take place through the Internet or similar electronic means of communication provided "Your" responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in (a) above or in a settlement "We" agree to.

This insurance does not apply to:

- (1) liability assumed by "You" under any contract or agreement;
- (2) personal injury arising out of the willful violation of a penal statute or ordinance committed by or with "Your" knowledge or consent;
- (3) personal injury sustained by any person as a result of an offence directly or indirectly related to the employment of such person by "You";
- (4) personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on "Your" behalf was made prior to the effective date of this insurance;
- (5) personal injury arising out of a publication or utterance described in Group B concerning any organization or "business" enterprise, or its products or services, made by "You" or at "Your" direction with knowledge of the falsity thereof.

Regardless of the number of:

- (a) Insureds under this Policy,
- (b) persons or organizations who sustain personal injury, or
- (c) claims made or "actions" brought on account of personal injury, the Limit of Liability stated on the Declaration Page for the Farm Liability Form is the total limit of "Our" liability for all compensatory damages arising out of personal injury in any one period of twelve months terminating on the anniversary of the Policy to which this Endorsement is attached.

CROSS LIABILITY CLAUSE

It is agreed that:

This Form shall apply to each of the insured persons named herein to the same extent and in the same manner as though a separate Policy had been issued to each such insured person, provided, however, that the limit(s) of liability stated on the Declaration Page shall not be increased by the inclusion under this Policy of more than one person.

BLANKET CONTRACTUAL LIABILITY

It is agreed that Loss Or Damage Not Insured — Under Tenants' Legal Liability (27) is deleted and replaced by the following:

"You" are insured for liability assumed under any written agreement which is:

- (1) a lease of "premises", easement agreement, agreement required by municipal ordinance, railway sidetrack agreement or elevator maintenance agreement, and
- (2) any other agreement assuming the liability of others; provided, however, that this insurance shall not apply to liability to any indemnitee resulting from the sole negligence of the indemnitee.

The insurance afforded here does not apply if "You" or "Your" indemnitee is an architect, engineer or surveyor, to "Bodily Injury" or "Property Damage" arising out of the rendering of or failure to render professional services by "You" or "Your" indemnitee, including:

- (a) the preparation of approval of maps, plans, opinions, reports, surveys, designs or specifications, and
- (b) supervisory inspection or engineering services, but this exclusion does not apply to any of the following agreements: a lease of "premises", easement agreement, agreement required by municipal ordinance, railway sidetrack agreement, or elevator maintenance agreement.

OPTIONAL LIMITATIONS OF COVERAGE

If the following Coverage Limitations are shown on the Declaration Page, coverage is limited under this Form.

PROPERTY DAMAGE DEDUCTIBLE

- (1) "Our" obligation under Legal Liability to pay compensatory damages on "Your" behalf for "Property Damage" applies only to the amount of compensatory damages in excess of the "Property Damage Deductible" amount stated on the Declaration Page and the Limit of Insurance stated on the Declaration Page for the Farm Liability Form will be reduced by the amount of such deductible.
- (2) The terms of this insurance, including those with respect to:
 - (a) "Our" right and duty to defend any "action" seeking those compensatory damage; and
 - (b) "Your" duties in the event of a claim or "action" apply irrespective of the application of the deductible amount.
- (3) "We" may pay any part or all of the deductible amount to effect settlement of any claim or "action" and upon notification of the actions taken, "You" shall promptly reimburse "Us" for such part of the deductible amount as has been paid by "Us".

BODILY INJURY AND PROPERTY DAMAGE DEDUCTIBLE

- (1) "Our" obligation under Legal Liability to pay compensatory damages on "Your" behalf for "Bodily Injury" and "Property Damage" applies only to the amount of compensatory damages in excess of the "Bodily Injury" and Property Damage Deductible" amount stated on the Declaration Page and the Limit of Insurance stated on the Declaration Page for the Farm Liability Form will be reduced by the amount of such deductible.
- (2) The deductible amount stated in the Declarations apply as follows:
 - (a) "Bodily Injury" liability or "Property Damage" liability" respectively:
 - (i) To all compensatory damages because of "Bodily Injury" as the result of any one "occurrence", or
 - (ii) To all compensatory damages because of "Property Damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain compensatory damages because of that "occurrence".
 - (b) "Bodily Injury" liability and "Property Damage" liability" combined, to all compensatory damages because of "Bodily Injury" and "Property Damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain compensatory damages because of that "occurrence".
- (3) The terms of this insurance, including those with respect to:
 - (a) "Our" right and duty to defend any "action" seeking those compensatory damage; and
 - (b) "Your" duties in the event of an "occurrence", claim or "action" apply irrespective of the application of the deductible amount.
- (4) "We" may pay any part or the entire deductible amount to effect settlement of any claim or "action" and upon notification of the actions taken; "You" shall promptly reimburse "Us" for such part of the deductible amount as has been paid by "Us".