



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AGRICULTURAL SELECT PROTECT ENHANCEMENT**

<b>SCHEDULE OF ADDITIONAL COVERAGES</b>	
<b>PART I – ACCIDENT COVERAGE</b>	<b>AMOUNT OF INSURANCE</b>
1. Accident Insurance	\$10,000

<b>PART II – PROPERTY COVERAGES</b>	<b>AMOUNT OF INSURANCE</b>
1. Agricultural Home Office	\$10,000
2. Agricultural Outdoor Property	\$10,000
3. Blanket By-Laws	Included in the Building Amount
4. Blanket Glass	Included in the Building Amount
5. Brands and Labels	\$25,000
6. Conviction Reward	\$10,000
7. Corrals and Fencing	\$25,000
8. Debris Removal including Windstorm	\$25,000
9. Eco-Friendly Enhancement	\$25,000
10. Electronic Data Processing Research Costs	\$25,000
11. Expediting Expense	\$10,000
12. Flex Protect	\$100,000 Annual Aggregate
(i) Accounts Receivable	\$25,000
(ii) Automatic Fire Suppression System - Accidental Discharge	\$10,000
(iii) Cost of Preparing Proof of Loss	\$5,000
(iv) Fire Department Service Charges	\$25,000
(v) Master Key Coverage	\$5,000
(vi) Personal Effects and Property of Others	\$5,000
(vii) Valuable Papers Research Costs	\$25,000
13. Fuel and Fuel Tank	\$10,000
14. Inflation Protection	Included
15. Leasehold Interest	\$500/Month Maximum 12 Months
16. Newly Acquired or Newly Constructed Agricultural Property	
- Newly Acquired or Newly Constructed Buildings	\$1,000,000
- Business Contents at a Newly Acquired Agricultural Location	\$500,000
- Newly Acquired Business Contents	\$100,000
17. Pollutant Clean Up and Removal - Additional Limits	\$50,000
18. Preservation of Property	Included
19. Property Off-Premises including In Transit	\$25,000
20. Water and Irrigation Systems	\$10,000

<b>PART III – BUSINESS INCOME COVERAGES</b>	<b>AMOUNT OF INSURANCE</b>
1. Business Income from Dependent Properties	\$50,000
2. Business Income from Neighbouring Property	\$50,000
3. Loss Caused by Damage to Off Premises Utilities	\$25,000
4. Extra Expense	\$50,000

“Wawanesa Insurance” is The Wawanesa Mutual Insurance Company and is the licensed insurer of this policy.



PART III – BUSINESS INCOME COVERAGES	AMOUNT OF INSURANCE
5. Food Contamination	\$10,000
6. Mortgage Rate Guarantee	\$50,000
7. Product Recall	
- Product Recall Aggregate Amount	\$25,000
- Each Product Recall Amount	\$5,000

PART IV – CRIME COVERAGES	AMOUNT OF INSURANCE
1. Employee Dishonesty	\$25,000
2. Money and Securities	\$5,000
3. Money Orders and Counterfeit Paper Currency	\$5,000
4. Forgery or Alteration	\$5,000
5. Credit Card Forgery	\$5,000
6. Computer Fraud	\$5,000
7. Crime Deductible	\$500

PART V – AGRICULTURAL EQUIPMENT	AMOUNT OF INSURANCE
1. Agricultural Equipment - Replacement Cost	Included
2. Fire Department Service Charge	\$25,000
3. Rental Reimbursement	Maximum \$25,000 / Year
4. Salvage Removal and Replacement Expenses	\$10,000
5. Tools, Tack and Parts	\$10,000
6. Tools, Tack and Parts - Replacement Cost	Included

PART VI – LIVESTOCK	AMOUNT OF INSURANCE
1. Contract Penalty	\$10,000
2. Deferred Payments	\$5,000
3. Veterinarian Supplies	\$5,000

PART VII – CROP INPUTS AND OUTPUTS COVERAGES	AMOUNT OF INSURANCE
1. Contract Penalty	\$10,000
2. Peak Season	25%
3. Standing Crop	
- Grain and Oil Seed	\$10,000
- Hay and Straw	\$10,000

PART VIII – COMMERCIAL GENERAL LIABILITY COVERAGES	AMOUNT OF INSURANCE
1. Employer's Liability Coverage	
- Employer's Liability Each Occurrence Amount	\$1,000,000
2. Forest and Prairie Fire Fighting Expense Coverage	
- Forest and Prairie Fire Fighting Expense Liability Amount	\$100,000
3. Limited Pollution Liability Coverage	
- Limited Pollution Liability Aggregate Amount	\$1,000,000
- Limited Pollution Liability Each Occurrence Amount	\$1,000,000
4. Spray Drift Liability Coverage	
Spray Drift Liability Each Occurrence Amount	\$10,000

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This Accident Insurance Coverage Form is added to your policy.

## PART I – ACCIDENT INSURANCE COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section 4.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

**You** and **your** means the **Named Insured**.

**We, us** and **our** means **The Wawanesa Mutual Insurance Company**.

### 1. Accident Insurance

#### (a) Accident Insurance – Death:

Subject to the limitations stated below, if death of an insured results directly and independently of all other causes from "bodily injury" caused solely by external, violent and accidental means, and such death occurs within 365 days after such injury we will pay per "occurrence", to the insured's estate, the Amount of Insurance stated in the Schedule of Additional Coverages.

#### (b) Limitations:

(i) No benefit will be payable unless the death of the insured is a direct result of:

- (1) Fire on the "premises"; or
- (2) "Farming operations" on the "premises".

(ii) No benefit will be payable if the death of the insured results from or was in any manner or degree, associated with or occasioned by:

- (1) Suicide or self-inflicted injury, regardless of mental capacity;
- (2) War, declared or undeclared, insurrection or participation in a riot; or full time or part-time military service;
- (3) Travel or flight in or descent from any kind of "aircraft";
- (4) Viral infections; bacterial infections (except pyogenic bacterial infections which occur with and through an accidental "bodily injury"); any form of diseases or illness or physical or mental infirmity; medical or surgical treatment;
- (5) The attempt or commission of a crime by the insured;
- (6) Any poison, drug, gas or fumes, voluntarily or otherwise, taken, administered, absorbed or inhaled; or
- (7) A motor vehicle, if at the time and place of an "occurrence", the involved motor vehicle:
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by law or regulation issued by a government agency, for it to be used at the place of the "occurrence".

### 2. Statutory Conditions

The following Statutory Conditions apply to the foregoing Accident Insurance Coverage:

#### THE CONTRACT

The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed on in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

#### WAIVER

The Insurer will be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.

#### COPY OF APPLICATION

The Insurer will, on request, furnish to the insured or to a claimant under the contract a copy of the application.

#### MATERIAL FACTS

No statement made by the insured or person insured at the time of application for the contract will be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

#### TERMINATION BY INSURED

The insured may terminate this contract at any time by giving written notice of termination to the Insurer by registered mail to its head office or chief agency in the province, and the Insurer will on surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the Insurer at the time of termination.

#### TERMINATION BY INSURER

- (a) The Insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.
- (b) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the Insurer.
- (c) Where the notice of termination is delivered to the insured, 5 days notice of termination will be given; where it is mailed to the insured, 10 days notice of termination will be given, and the 10 days will begin on the day following the date of mailing of the notice.

#### NOTICE AND PROOF OF CLAIM

The insured or person insured, or beneficiary entitled to make a claim, or the agent of any of them, shall:

- (a) Given written notice of claim to the Insurer:
  - (i) By delivery thereof, or by sending it by registered mail to the head office or chief agency of the Insurer in the province; or

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- (ii) By delivery thereof to an authorized agent of the Insurer in the province, not later than 30 days from the date a claim arises under the contract on account of an accident.
- (b) Within 90 days from the date a claim arises under the contract on account of an accident, furnish to the Insurer such proof as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby, the right of the claimant to receive payment, his age of the beneficiary if relevant; and
- (c) If so required by the Insurer, furnish a satisfactory certificate as to the cause or nature of the accident for which claim may be made under the contract.

**FAILURE TO GIVE NOTICE OR PROOF**

Failure to give notice of claim or furnish proof of claim within the time prescribed by the Statutory Conditions does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

**INSURER TO FURNISH FORMS FOR PROOF OF CLAIM**

The Insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time they may submit proof of claim in the form of a written statement of the cause or nature of the accident giving rise to the claim and of the extent of the loss.

**RIGHTS OF EXAMINATION**

As a condition precedent to precedent to recovery of insurance money under this contract in the case of death of the person injured, the Insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

**WHEN MONEY PAYABLE**

All money payable under this contract will be paid by the Insurer within 60 days after it has received proof of claim.

**LIMITATION OF ACTIONS**

An action or proceeding against the Insurer for the recovery of a claim under this contract will not be commenced more than one year after the date the insurance money became payable or would have become payable if it has been a valid claim.

**3. Who is an Insured**

- (a) If you are designated in the Declarations as:
  - (i) An individual, you and your "spouse" are insureds, but only with respect to the conduct of your "farming operations" of which you are the sole owner.
  - (ii) A partnership, limited liability partnership or joint venture, your members or partners, and their "spouses", are insureds, but only with respect to the conduct of your "farming operations"; A limited liability company, your members are insureds, but only with respect to the conduct of your "farming operations". Your managers are insureds, but only with respect to their duties as your managers in the conduct of your "farming operations".
  - (iii) An organization other than a partnership, limited liability partnership, joint venture or limited liability company, your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors in the conduct of your "farming operations".
  - (iv) A trust, your trustees are insureds, but only with respect to their duties as your trustees in the conduct of your "farming operations".
- (b) Each of the following is also an insured:
  - (i) Your "volunteer workers"; or
  - (ii) Your "employees", other than your "executive officers" (if you are an organization other than partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company); but only while performing duties related to the conduct of your "farming operations".

**4. Definitions**

- (a) **"Aircraft"** means any contrivance used or designed for flight, including any parts whether or not attached to the aircraft. Aircraft includes but is not limited to airplanes, helicopters, hot air balloons, drones, unmanned aerial vehicles and hovercraft.
- (b) **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- (c) **"Dwelling"** means:
  - (i) If you are a building or mobile home owner, the building or mobile home at the "premises" shown in the Declarations, that is wholly or partially occupied by you as a private residence;
  - (ii) If you are a tenant, the portion of the building occupied by you principally as a private residence;
  - (iii) If you are a condominium unit owner, the structure occupied as a condominium unit for private residence purposes or the portion of the structure occupied as a condominium unit for private residence purposes.
- (d) **"Employee"** includes a "leased worker" and a "temporary worker".
- (e) **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- (f) **"Farming operations"** 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 operations" also includes the operation of roadside stands and farmers' markets principally for the sale of your own farm products.
- (g) **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- (h) **"Occurrence"** means an accident, including continuous or repeated exposure to the same general harmful conditions, and occurring during the policy period.

- (i) **"Premises"** means:
  - (i) The farm "premises" specified in the Declarations;
  - (ii) The location and the land contained within the lot lines where your "dwelling" is situated;
  - (iii) If you are a tenant or the owner of a condominium unit, "premises" means the portion of the location which you occupy exclusively for your residential purposes;
  - (iv) Other residential "premises" specified on the Declarations.
- (j) **"Spouse"** means a person:
  - (i) Who is married to or has entered into a civil union with another person and is living with that person;
  - (ii) Who has been living with another person of the opposite or the same sex and has been represented as that person's "spouse" for at least three years, or in the following cases, for at least one year if:
    - (1) A child has been born or is to be born of their union;
    - (2) They have adopted a child together; or
    - (3) One of them has adopted a child of the other.
- (k) **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- (l) **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

## PART II - PROPERTY COVERAGES

**This Part II applies if your policy includes either Building and Business Contents Coverage Form (Broad Form) WA3000 or Building and Business Contents Coverage Form (Named Perils) WA3150.**

### 1. Agricultural Home Office

The following **Agricultural Home Office** Additional Coverage is added to your Building And Business Contents Coverage Form: **Agricultural Home Office**

You may extend the insurance that applies to Business Contents to apply to such Insured Property while away from the "premises" described in the Declarations, while at an office in your home or an office in your officer's, partner's or employee's home.

The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

### 2. Agricultural Outdoor Property

1. If your policy includes Building and Business Contents Coverage Form WA3000, the following is added to Paragraph (f) at **B**.

#### 1. Excluded Property:

Except as provided in the Agricultural Outdoor Property Additional Coverage.

If your policy includes Building and Business Contents Coverage Form WA3150, the following is added to Paragraph (e) at **B**.

#### 1. Excluded Property:

Except as provided in the Agricultural Outdoor Property Additional Coverage.

2. The following Agricultural Outdoor Property Additional Coverage is added to your Building And Business Contents Coverage Form:

#### **Agricultural Outdoor Property**

(i) You may extend the insurance that applies to Business Contents to apply to outdoor:

- (1) Radio, television, satellite dish or other antennae and their masts;
- (2) Towers or lead-in wiring;
- (3) Signs not attached to buildings;

situated on your "premises" as described in the Declarations.

(ii) Outdoor property does not include any of the following:

- (1) Solar power generating equipment; or
- (2) Windmills, including windmills used for power generation.

(iii) The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

### 3. Blanket By-Laws

The following Blanket By-Laws Additional Coverage is added to your Building And Business Contents Coverage Form:

(i) We will pay for the following:

Coverage A – Loss of the Undamaged Portion of a Building Coverage

If a covered building at the "premises" described in the Declarations sustains loss or damage by an insured peril, we will pay for loss to the undamaged portion of the building caused by the enforcement of any by-law that:

- (1) Requires the demolition of parts of the same building not damaged by an insured peril;
- (2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the such "premises"; and
- (3) Is in force at the time of the loss.

**Coverage B – Demolition Cost Coverage**

If a covered building at the "premises" described in the Declarations sustains loss or damage by an insured peril, we will pay the cost to demolish and clear the site of undamaged parts of the building caused by the enforcement of any building, zoning or land use by-law.

**Coverage C – Increased Cost of Construction Coverage**

If a covered building at the "premises" described in the Declarations sustains loss or damage by an insured peril, we will pay for the increased cost to repair, rebuild or construct the building caused by the enforcement of any building, zoning or land use by-law. If the building is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by a zoning or land use by-law.

We will not pay any increased costs of construction if the building is not repaired or replaced.

- (ii) The most we will pay under this Blanket By-Laws Additional Coverage is 25% of the amount of insurance applicable to the covered building.
- (iii) We will not pay under this coverage for the cost associated with the enforcement of any by-law which requires any insured or others to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

**4. Blanket Glass**

The following Blanket Glass Additional Coverage is added to your Building And Business Contents Coverage Form:

**Blanket Glass**

We will pay for:

- (i) Direct physical loss or damage to exterior glass or vitrolite that is part of a building or structure at the "premises" described in the Declarations; and
- (ii) The expense of boarding up damaged openings, installing temporary plates, and removing and replacing obstructions as necessary;

when such glass or vitrolite is lost or damaged by breakage or by chemicals accidentally or maliciously applied to it. Glass or vitrolite includes encasing frames and all lettering, ornamentation and foil on the glass, but does not include stained glass.

The Amount of Insurance applicable to this Blanket Glass Additional Coverage is included in and does not increase the Amount of Insurance for the covered building.

**5. Brands and Labels**

The following Brands and Labels Additional Coverage is added to your Building And Business Contents Coverage Form:

**Brands and Labels**

Where we exercise our right to take Insured Property because it has been damaged by an insured peril we will, at our option, either:

- (i) Pay your costs if you choose to remove the trademarks, guarantees, names or other evidence of your interest in branded or labeled Insured Property; or
- (ii) Pay the cost to stamp the Insured Property *salvage* or to transfer it to bulk containers, if we feel that removal is impossible or impractical

Such costs will only be paid in those instances where doing so will not physically damage the merchandise.

The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

**6. Conviction Reward**

The following Conviction Reward Additional Coverage is added to your Building And Business Contents Coverage Form:

**Conviction Reward**

We will pay for information which leads to a conviction for arson, vandalism, burglary or robbery or attempt thereof, when such crime results in the payment of a claim under the policy in connection with a loss to Insured Property at the "premises" described in the Declarations. We will be the sole judge as to the person or persons to whom a reward is paid.

The amount applicable to Conviction Reward is in addition to the Amounts of Insurance. The amount will not be increased regardless of the number of persons providing information.

The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

No deductible applies to this Additional Coverage.

**7. Corrals and Fencing**

The following Corrals and Fencing Additional Coverage is added to your Building And Business Contents Coverage Form:

**Corrals and Fencing**

Insured Property is extended to include corrals or fencing.

If your policy includes Building and Business Contents Coverage Form WA3000, we will only pay for loss or damage to corrals or fencing caused by "Named Perils" as defined in Section **G**.

The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

**8. Debris Removal including Windstorm**

The following Debris Removal including Windstorm Additional Coverage is added to your Building And Business Contents Coverage Form:

**Debris Removal including Windstorm**

We will pay your expense to remove debris of:

- (i) Insured Property caused by or resulting from an insured peril; or
- (ii) Other property that has been blown upon the "premises" described in the Declarations by windstorm.

This Additional Coverage does not apply to costs to:

- (iii) Extract "pollutants" from land or water; or
- (iv) Remove, restore or replace polluted land or water.

If the sum of direct physical loss or damage and debris removal exceeds the Amount of Insurance, we will pay up to the amount shown in the Schedule of Additional Coverages for each "premises" described in the Declarations.

The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

**9. Eco-Friendly Enhancement**

1. The following Eco-Friendly Enhancement Additional Coverage is added to your Building And Business Contents Coverage Form:

**Eco-Friendly Enhancement**

(i) We will pay:

- (1) Any increase in the direct costs to repair or replace Insured Property that has been lost or damaged by an insured peril using "environmentally-friendly" materials or modes of construction or "energy-efficient" materials or modes of construction;
- (2) Additional fees incurred by you for an accredited professional certified by Canada Green Building Council/LEED Canada® to participate in the design and construction for repairing or rebuilding damaged Insured Property as "environmentally-friendly" or "energy-efficient"; and
- (3) The additional cost incurred by you for certification or re-certification of the repaired or replaced Insured Property as "environmentally friendly" or "energy-efficient".

Coverage under Paragraphs (1), (2) and (3) above is subject to the following provisions:

- (4) Replacement will be at your option and effected by you with due diligence and dispatch;
- (5) Settlement for the increased costs of repair or replacement of the Insured Property will be made only when the repair or replacement has been affected by you, and in no event will it exceed the amount actually expended;
- (6) Failing compliance with any of the foregoing provisions, settlement will be made as if this coverage had not been in effect.

(ii) We will not be liable for loss or damage to:

- (1) "Stock", production machinery and equipment, "electronic data processing equipment" not used in the support of real property, molds and dies, property in the open; or
- (2) Property of others for which you are legally liable, or personal effects of employees and officers.

(iii) We will not pay for loss or damage caused directly or indirectly by any of the following:

- (1) Any increase in the cost of repair or replacement of Insured Property occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law;
- (2) Instances where no "environmentally-friendly" or "energy-efficient" equivalent exists. In those instances, we will pay only to replace with standard materials, modes of construction, equipment and products.

(iv) The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

2. The following is added to Section **G. DEFINITIONS**:

**"Energy-efficient"** means those products or modes of construction that are ENERGY STAR® or Canada Green Building Council/LEED Canada® rated or accredited.

**"Environmentally-friendly"** means materials or modes of construction that are Canada Green Building Council/LEED® Canada accredited.

**10. Electronic Data Processing Research Costs**

1. The following Electronic Data Processing Research Costs Additional Coverage is added to your Building And Business Contents Coverage Form:

**Electronic Data Processing Research Costs**

We will pay your costs to research, replace or restore the lost information on "electronic data processing equipment" that has been lost or damaged by an insured peril.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

2. The following is added to exclusion (b) **Data** in **Section II of A.2. Excluded Perils**:

However, Paragraph (i) above does not apply to the coverage provided under the Electronic Data Processing Property Additional Coverage.

3. If your policy includes Building and Business Contents Coverage Form WA3000:
  - (a) The following is added to exclusion (d) in **Section I of A.2. Excluded Perils**:  
However, loss or damage to "electronic data processing equipment" or "electronic media and records" by mechanical breakdown is not excluded.
  - (b) The following is added to exclusion (r) in **Section I of A.2. Excluded Perils**:  
However, loss or damage to "electronic data processing equipment" or "electronic media and records" by artificially generated electric current or electric arcing is not excluded.
4. If your policy includes Building and Business Contents Coverage Form WA3150, the following is added to **A.2. Insured Perils: Mechanical Breakdown** but only with respect to loss or damage to "electronic data processing equipment" or "electronic media and records".  
**Electrical Damage** means artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires, but only with respect to loss or damage to "electronic data processing equipment" or "electronic media and records".
5. The following is added to **2. Valuation Clause** in **F. Additional Conditions**:  
On "electronic media and records" at the cost:
  - (i) The cost of blank media; and
  - (ii) The cost to research, replace or restore lost "data", but only if the "data" is actually replaced or restored.
6. The following is added to Section **G. DEFINITIONS**:  
**"Electronic Data Processing Equipment"** means:
  - (a) Programmable electronic equipment that is used to store, retrieve and process "data"; and
  - (b) Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.**"Electronic Media and Records"** means:
  - (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
  - (b) "Data" stored on such media; and
  - (c) Programming records used for electronic data processing or electronically controlled equipment; and includes duplicates of the property described in Paragraphs (a) through (c) above that are stored in a separate, unattached building from where the originals are kept.

#### 11. Expediting Expense

The following Expediting Expense Additional Coverage is added to your Building And Business Contents Coverage Form:  
**Expediting Expense**

We will cover the reasonable extra costs of expediting the repair of Insured Property that has sustained direct physical loss or damage caused by or resulting from an insured peril. Such costs include:

- (i) Extra installation expenses;
- (ii) Overtime labour;
- (iii) The extra cost of express or other means of transportation; and
- (iv) Other reasonable expediting expenses.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

#### 12. Flex Protect

If the applicable Amount of Insurance for any of the Additional Coverages (i) through (ix) shown below is exhausted in the event of covered loss, damage, cost or expense, you may apply a portion or all of the Flex Protect Amount of Insurance to the actual amount of such loss, damage, cost or expense.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations, and is the most we will pay for the sum of all covered loss, damage, cost or expense under this Flex Protect Additional Coverage in the policy period.

##### (i) Accounts Receivable

The following Accounts Receivable Additional Coverage is added to your Building And Business Contents Coverage Form:

##### **Accounts Receivable**

- (i) We will pay:
  - (1) All amounts due from your customers that you are unable to collect;
  - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (3) Collection expenses in excess of your normal collection expense made necessary by loss or damage; and
  - (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from direct physical loss or damage by an insured peril to your records of accounts receivable that are at the "premises" described in the Declarations.
- (ii) We will not pay for loss or damage caused by or resulting from any of the following:
  - (1) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property. This exclusion only applies to the extent of the wrongful giving, taking or withholding;
  - (2) Bookkeeping, accounting or billing errors or omissions.





- (3) Electrical or magnetic injury, disturbance or erasure of electronic recordings. This exclusion does not apply to loss or damage caused directly by lightning.
- (iii) We will not pay for loss or damage if the proof of its existence or amount is dependent upon:
- (1) An audit of records; or
  - (2) An inventory computation.
- (iv) If you cannot accurately establish the amount of accounts receivables outstanding as of the time of loss or damage, the following method will be used:
- (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
  - (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
  - (3) The following will be deducted from the total amount of accounts receivable, however that amount is established:
    - a. The amount of the accounts for which there is no loss or damage;
    - b. The amount of the accounts that you are able to re-establish or collect;
    - c. An amount to all for probable bad debts that you are normally unable to collect; and
    - d. All unearned interest and service charges.
- (v) We will pay up to \$5,000 for loss or damage that results from direct physical loss or damage by an insured peril to your records of accounts receivable that are away from the "premises" described in the Declarations. This amount is additional insurance.
- (vi) Whenever you are not open for business, and except while you are actually using the records, you must keep all records of accounts receivable in receptacles that are described in the Declarations.
- (vii) Any recovery or salvage on loss or damage will accrue entirely to our benefit until the sum paid by us has been made up. You will pay us the amount of all recoveries you receive for a loss or damage paid by us. But any recoveries in excess of the amount we have paid belong to you.
- (viii) The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.
- (ii) **Automatic Fire Suppression System – Accidental Discharge**  
The following Automatic Fire Suppression System – Accidental Discharge Additional Coverage is added to your Building And Business Contents Coverage Form:
- Automatic Fire Suppression System – Accidental Discharge**
- (i) We will pay:
- (1) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are accidentally discharged on or within 30 metres of the described premises; and
  - (2) For loss or damage to Insured Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.
- (ii) This Additional Coverage does not apply if the fire extinguishing system is discharged during installation or testing.
- (iii) The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.
- (iii) **Cost of Preparing Proof of Loss**  
The following Cost of Preparing Proof of Loss Additional Coverage is added to your Building And Business Contents Coverage Form:
- Cost of Preparing Proof of Loss**  
We will pay for the reasonable expenses incurred by you to prepare the proof of your loss or any other exhibits required by this policy.  
The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.
- (iv) **Fire Department Service Charges**  
The following Fire Department Service Charges Additional Coverage is added to your Building And Business Contents Coverage Form:
- Fire Department Service Charges**  
When the fire department is called to save or protect Insured Property from an insured peril, we will pay your liability for fire department service charges:
- (i) Assumed by contract or agreement prior to loss; or
  - (ii) Required by local ordinance.
- The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.  
No Deductible applies to this Additional Coverage.
- (v) **Master Key**  
The following Master Key Additional Coverage is added to your Building And Business Contents Coverage Form:
- Master Key**  
If a master key that controls all doors at the "premises" described in the Declarations is lost or damaged by an insured peril, we will pay the reasonable expenses you incur to either replace or re-adjust the locks immediately following such loss or damage.



The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

**(vi) Personal Effects and Property of Others**

The following Personal Effects and Property of Others Additional Coverage is added to your Building And Business Contents Coverage Form:

**Personal Effects and Property of Others**

We will pay for direct physical loss or damage by an insured peril to:

- (i) Personal effects owned by you, your officers, your partners or your employees. This coverage extension does not apply if the property is covered by any other policy, unless you are obligated to cover it or are legally responsible for its loss or damage; or
- (ii) Property of others in your care, custody or control; while such property is at the "premises" described in the Declarations.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

**(vii) Valuable Papers Research Costs**

1. The following Valuable Papers Research Costs Additional Coverage is added to your Building And Business Contents Coverage Form:

**Valuable Papers Research Costs**

- (i) We will pay your costs to research, replace or restore the lost information on "valuable papers" for which duplicates do not exist and that:
    - (1) Have been lost or damaged by an insured peril; and
    - (2) Are at the "premises" described in the Declarations.
  - (ii) We will pay up to \$5,000 for loss or damage that results from direct physical loss or damage by an insured peril to your "valuable papers" that are away from the "premises" described in the Declarations. This amount is additional insurance.
  - (iii) Whenever you are not open for business, and except while you are actually using them, you must keep all "valuable papers" in receptacles that are described in the Declarations.
  - (iv) The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.
2. The following is added to Paragraph 2.(g) of the **Valuation Clause** in **F. Additional Conditions**:  
However, this provision does not apply to the extent coverage is provided under the Valuable Papers Research Costs Additional Coverage.
3. The following is added to Section **G. DEFINITIONS**:  
**"Electronic Media and Records"** means:
  - (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
  - (b) "Data" stored on such media; and
  - (c) Programming records used for electronic data processing or electronically controlled equipment;and includes duplicates of the property described in Paragraphs (a) through (c) above that are stored in a separate, unattached building from where the originals are kept.  
**"Money"** means currency and coins in current use and having a face value.  
**"Securities"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".  
**"Valuable papers"** means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.  
But "valuable papers" does not mean "money", "securities", or "electronic media and records".

**13. Fuel and Fuel Tank**

The following Fuel and Fuel Tank Additional Coverage is added to your Building And Business Contents Coverage Form:

**Fuel and Fuel Tank**

If your policy includes Building and Business Contents Coverage Form WA3000, we will pay for direct physical loss or damage to fuel tanks, fuel storage tank stands, liquified petroleum or manufactured gas stored at the "premises" described in the Declarations caused by "Named Perils" as defined in Section **G**.

If your policy includes Buildings and Business Contents Coverage Form WA3150, we will pay for direct physical loss or damage to fuel tanks, fuel storage tank stands, liquified petroleum or manufactured gas stored at the "premises" described in the Declarations. The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

**14. Inflation Protection**

The following Inflation Protection Additional Coverage is added to your Building And Business Contents Coverage Form:

**Inflation Protection**

The coverage for Building or Business Contents is subject to an annual percentage increase of 3% unless a higher percentage is shown in the Declarations.

#### 15. Leasehold Interest

The following Leasehold Interest Additional Coverage is added to your Building And Business Contents Coverage Form:

##### Leasehold Interest

- (i) We will pay for your actual loss arising out of an increase in your rent where the increase:
  - (1) Arises from the termination of your lease by your landlord, in accordance with the terms of your lease;
  - (2) The termination of your lease is caused by loss or damage to the "premises" described in the Declarations by an insured peril; and
  - (3) You enter into a new lease of premises of like size, location, kind and quality for the purposes of continuing your operations.
- (ii) The most we will pay in any one occurrence is the lesser of:
  - (1) The actual increase in rents for the period beginning with the termination of your lease, and ending on:
    - (a) The expiry date of the terminated lease; or
    - (b) Twelve (12) months from the date of the termination; whichever occurs sooner; or
  - (2) The Amount of Insurance for Leasehold Interest Coverage.
- (iii) We will not pay for loss which results from you exercising an option to terminate the lease, nor will we pay for any loss arising from the termination of a lease renewal option, unless the renewal offer had been accepted in writing by the landlord prior to the loss.

Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

#### 16. Newly Acquired or Newly Constructed Agricultural Property

The following Newly Acquired or Newly Constructed Agricultural Property Additional Coverage is added to your Building And Business Contents Coverage Form:

##### Newly Acquired or Newly Constructed Agricultural Property

- (i) Newly Acquired or Newly Constructed Buildings: You may extend the insurance that applies to Buildings to apply to:
  - (1) Your new buildings while being built; and
  - (2) Buildings you acquire at locations other than the "premises" described in the Declarations; which are intended for:
    - (3) Similar use as the building described in the Declarations; or
    - (4) Use as a warehouse.
- (ii) Business Contents at Newly Acquired Agricultural Locations: You may extend the insurance that applies to Business Contents to apply to Business Contents at any agricultural location you acquire other than at fairs or exhibitions.
- (iii) Newly Acquired Business Contents: You may extend the insurance that applies to Business Contents to apply to Business Contents you acquire at any location you own, rent or otherwise occupy or control.
- (iv) Insurance under Newly Acquired or Newly Constructed Buildings, Business Contents at Newly Acquired Agricultural Locations, or Newly Acquired Business Contents will end when any one of the following first occurs:
  - (1) The policy expires;
  - (2) 60 days expire after you acquire or begin to construct the property; or
  - (3) You report the values to us.We will charge you additional premium for values reported from the date construction begins or you acquire the property.
- (v) The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

#### 17. Pollutant Clean Up and Removal

The following Pollutant Clean Up and Removal Additional Coverage is added to your Building And Business Contents Coverage Form:

##### Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the "premises" described in the Declarations if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from an insured peril that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the covered loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water. The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

Such Amount of Insurance is the most we will pay for the sum of all covered expenses in the policy period.

#### 18. Preservation of Property

The following Preservation of Property Additional Coverage is added to your Building And Business Contents Coverage Form:

##### Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place away from the "premises" described in the Declarations or while being taken to or returned from such place. The Amount of Insurance



applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the covered property.

#### 19. Property Off-Premises including In Transit

The following **Property Off-Premises including In Transit** Additional Coverage is added to your Building And Business Contents Coverage Form:

##### **Property Off-Premises including In Transit**

You may extend the insurance provided for Business Contents to apply to your Insured Property while:

- (i) At any location within Canada and the continental United States of America that is not described in the Declarations and that is not owned, rented or otherwise occupied or controlled in whole or in part by you, your officers, your partners or your employees; or
- (ii) While in transit until delivered.

The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

#### 20. Water and Irrigation Systems

The following **Water and Irrigation Systems** Additional Coverage is added to your Building And Business Contents Coverage Form:

##### **Water and Irrigation Systems**

We will pay for direct physical loss or damage by an insured peril to water pumps, pressure systems and pump houses that are:

- (i) Located at the "premises" described in the Declarations; and
- (ii) Used in whole or in part in your operations.

The Amount of Insurance for this Additional Coverage will be the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

### PART III – BUSINESS INCOME COVERAGES

**This PART III only applies if Business Income Coverage Form WA3200 is attached to your policy.  
The following changes are made to your Business Income Coverage Form WA3200:**

#### 1. Business Income from Dependent Properties

1. The following is added to **A.4. Additional Coverages**:

##### **Business Income from Dependent Properties**

We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to "dependent property" located anywhere in Canada or the continental United States. The loss or damage to such property must be caused by or resulting from an insured peril.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

2. The following replaces Paragraphs (a) and (b) in the definition of "**Period of Restoration**" in **E. DEFINITIONS**, but only with respect to "dependent property":
  - (a) Begins with the date of direct physical loss or damage caused by or resulting from any insured peril at the premises of the "dependent property"; and
  - (b) Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
3. The following is added to **E. DEFINITIONS**:

**"Dependent Property"** means property operated by others whom you depend on to deliver materials or services to you, or to others for your account. But any property that delivers the following services is not a "dependent property":

  - (a) Water;
  - (b) Communication; or
  - (c) Power.

#### 2. Business Income from Neighbouring Property

1. The following is added to **A.4. Additional Coverages**:

##### **Business Income from Neighbouring Property**

We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss or damage to a neighbouring property. The loss or damage to such property must be caused by or resulting from an insured peril.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

2. The following replaces Paragraphs (a) and (b) in the definition of "**Period of Restoration**" in **E. DEFINITIONS**, but only with respect to the coverage provided under the Business Income from Neighbouring Property Additional Coverage:
  - (a) Begins with the date of direct physical loss or damage caused by or resulting from any insured peril at the premises of the neighbouring property; and
  - (b) Ends on the date when the property at the premises of the neighbouring property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

### 3. Loss Caused by Damage to Off Premises Utilities

1. The following is added to **A.4. Additional Coverages**:

#### **Loss Caused by Damage to Off Premises Utilities**

We will pay for the actual loss of Business Income you sustain due to the interruption of a "specified utility service" to the premises shown in the Declarations. Such interruption must result from direct physical loss or damage by an insured peril to the "specified utility service". However, we will not pay for loss that results from the failure of "specified utility service" resulting from:

- (a) Lack of fuel;
- (b) Lack of sufficient capacity;
- (c) Intentional reduction in supply; or
- (d) Governmental order.

We are liable for loss of Business Income you sustain after the first 24 hours following the direct physical loss or damage. The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

2. The following is added to **E. DEFINITIONS**:

#### **"Specified Utility Service":**

"Specified Utility Service" means:

- (a) Utility service substation;
- (b) Transformer or switching station; or
- (c) Transformer and distribution lines;

that is not at the premises shown in the Declarations and that furnish electrical heat, light or power to such premises.

"Specified Utility Service" does not mean any transmission line, conductor or tower used to transport electricity from a generation source to a switching station or substation.

### 4. Extra Expense

1. The following is added to **A.4. Additional Coverages**:

#### **Extra Expense**

- (a) We will pay the actual and necessary Extra Expense you incur due to direct physical loss or damage to property at the premises shown in the Declarations, including property in the open (or in a vehicle) within 100 metres of such premises, caused by or resulting from an insured peril.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:

- (i) To avoid or minimize the suspension of business and to continue "operations":

- (1) At the premises shown in the Declarations; or
- (2) At replacement premises or temporary locations, including:
  - (i) Relocation expenses; or
  - (ii) Costs to equip and operate the replacement or temporary locations;

- (ii) To minimize the suspension of business if you cannot continue "operations"; or

- (iii) (1) To repair or replace any property; or

- (2) To research, replace or restore the lost information on damaged valuable papers or records; to the extent it reduces the amount of loss that otherwise would have been payable under this insurance.

- (b) The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations. When this Extra Expense coverage applies to the Newly Acquired Locations Coverage Extension, the Amount of Insurance for this Extra Expense Additional Coverage is in addition to the applicable Amount of Insurance. When this Extra Expense coverage applies to Additional Coverages **4.(b) Civil Authority** and **4.(c) Alterations and New Buildings**, the Amount of Insurance for this Extra Expense Additional Coverage is included in and will not increase the applicable Amount of Insurance.

2. The following is added to Paragraph **4. Loss Determination** in **D. ADDITIONAL CONDITIONS**:

The amount of Extra Expense will be determined based on:

- (i) All expenses that exceed the normal operating expense that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expense:

- (1) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

- (2) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, condition and provisions as this insurance; and

- (ii) All necessary expenses that reduce the Extra Expense otherwise incurred.

## 5. Food Contamination

1. The following is added to **A.4. Additional Coverages:**

### Food Contamination

- (a) In the event that the Board of Health or any similar governmental authority orders that your "operations" at the premises shown in the Declarations be closed as a result of the discovery or suspicion of "food contamination", we will pay for:
  - (i) Your expense to clean your equipment as required by the Board of Health or any similar governmental authority;
  - (ii) Your expense to provide necessary medical tests or vaccinations for any infected employee;
  - (iii) The loss of Business Income you sustain due to the necessary suspension of your "operations"; or
  - (iv) The additional advertising expense you incur to restore your reputation.
- (b) We will not pay for fines or penalties levied against you by the Board of Health or any similar governmental authority as a result of the discovery or suspicion of "food contamination".

2. The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

3. The following is added to **E. DEFINITIONS:**

**"Food Contamination"** means an incident of food poisoning to one or more of your customers as a result of:

- (a) Tainted food you purchase;
- (b) Food which has been improperly stored, handled or prepared; or
- (c) A communicable disease transmitted through any employee.

## 6. Mortgage Rate Guarantee

1. The following is added to **A.4. Additional Coverages:**

### Mortgage Rate Guarantee

In the event that an insured peril causes a total loss to a covered building at the premises shown in the Declarations and, as a result of such total loss, the mortgagor closes the existing mortgage and requires a new mortgage at a higher competitive rate of interest, we will pay for the actual loss of Business Income you sustain due to an increase in your monthly mortgage costs (including legal fees).

Our obligation to pay begins on the effective date of the new mortgage and ends no later than:

- (a) The expiry date of the mortgage in effect at the time of loss;
  - (b) The date you relinquish ownership of the covered building; or
  - (c) Sixty (60) months;
- whichever occurs first.

We will pay the difference in cost between the mortgage in effect on the date of the loss and the new mortgage, based upon the outstanding mortgage balance, resulting from an increase in the rate of interest.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

## 7. Product Recall

1. The following is added to **A.4. Additional Coverages:**

### Product Recall

- (a) We will pay for the actual loss of Business Income you sustain following a "product recall" due to a loss in sales of the recalled product because:
  - (i) You are no longer permitted to sell the product; or
  - (ii) The public is aware of the recall.
- (b) We will not pay for any loss of Business Income you sustain following a "product recall" if:
  - (i) The product, or component of a product, was manufactured by you or is a component of a product manufactured by you;
  - (ii) Prior to the effective date of this coverage you knew, or should have known, that a "product recall" was planned or had already begun, unless this coverage is a renewal of a similar previous coverage provided by us that was effective immediately preceding the effective date of this coverage, and no payment was made for "product recall" under the previous coverage. However, we will pay only up to the Amount of Insurance applicable to "product recall" under such previous coverage; or
  - (iii) You have violated a law or regulation in connection with the sale or distribution of the recalled product.Nor will we pay for the actual expenses you incur to recall a product, or component of a product, including any refunds, reimbursements or costs to repair or replace the recalled product or component of a product.
- (c) The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.
- (d) A series of "product recalls" of:
  - (i) The same or similar products;
  - (ii) Two or more products arising from the same or similar cause;
  - (iii) Products with the same or similar brand name, trademark, model, series or other designation; or
  - (iv) Products from the same manufacturer;within any twelve (12) month period is one "product recall".

- (e) This insurance will apply for a period of sixty (60) consecutive days. The sixty (60) consecutive day period will begin no earlier than sixty (60) days before, and no later than 60 days after, you:
- (i) Receive a recall notice from the manufacturer or another organization with the authority to order a "product recall"; or
  - (ii) Notify the police or other appropriate public authority of the "product recall", including the conditions leading up to such recall, but only if no notice is received from the manufacturer.
- The sixty (60) consecutive day period will not begin prior to the effective date of this Product Recall Additional Coverage unless this coverage is a renewal of a similar previous coverage provided by us that was effective immediately preceding the effective date of this coverage.
- The sixty (60) consecutive day period is not limited by the expiration of this policy.
- (f) The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.
- The Product Recall Aggregate Amount is the most we will pay for the sum of all loss of Business Income you sustain following all "product recalls" in the policy period.
- The Each Product Recall Amount is the most we will pay for loss of Business Income you sustain following one "product recall".

2. The following is added to **D. ADDITIONAL CONDITIONS:**

**Duties In The Event Of A Product Recall**

You must notify the police or other appropriate public authority of the "product recall" either before such recall or within a reasonable period of time after such recall.

3. The following is added to **E. DEFINITIONS:**

**"Product Recall"** means the withdrawal from the market of a product, or component of a product, that you sell to the ultimate consumer, due to:

- (a) Use or consumption of the product resulting in bodily injury, disease or sickness, or in property damage;
- (b) A criminal act committed by someone other than:
  - (i) You; or
  - (ii) Your employee acting with your knowledge or consent; that has created a threat that bodily injury, sickness or disease, or property damage would occur if the product is used or consumed;
- (c) Public knowledge that the use or consumption of the product could result in bodily injury, sickness or disease, or property damage.

The "product recall" must be either:

- (d) As a result of a notice received by you from the manufacturer or an organization with the authority to order a "product recall" after the effective date of this Product Recall Additional Coverage; or
- (e) Because you discover that the product presents a threat of bodily injury, sickness or disease, or of property damage.

**This Crime Coverage Form is added to your policy.**

**PART IV – CRIME COVERAGE FORM**

Words and phrases in quotation marks have special meaning as defined in Section F.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

**You** and **your** means the **Named Insured**.

**We**, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

**A. COVERAGES**

**1. Employee Dishonesty**

We will pay for loss of or damage to "money", "securities" and "property other than money and securities" resulting from "employee dishonesty", including such loss caused by an "employee" while temporarily outside the territory specified in Paragraph 11. **Territory** in **E. Additional Conditions** for a period not exceeding 90 days.

**2. Money and Securities**

**(a) Loss Inside the Premises**

We will pay for:

- (i) Loss of "money" and "securities" by their actual destruction, disappearance or unlawful removal from within the "premises" or within any "banking premises";
- (ii) Loss of or damage to:
  - (1) "Property other than money and securities" by actual or attempted "safe burglary" or "robbery" within the "premises"; or
  - (2) A locked cash drawer, cash box, cash register or safe by actual or attempted unlawful entry into such container within the "premises";
- (iii) Loss to a locked cash drawer, cash box, cash register or safe by unlawful taking from inside the "premises";
- (iv) Damage to the "premises" or its exterior resulting from "safe burglary", "robbery" or unlawful taking as referred to in Paragraph (iii) above, or by or following actual or attempted unlawful entry into the "premises" if you are the owner of the "premises" or are liable for damage to it.

**(b) Loss Outside the Premises**

We will pay for:

- (i) Loss of "money" and "securities" by their actual destruction, disappearance or unlawful removal from outside the "premises" while being conveyed by a "custodian" or an armoured motor vehicle company, or while within the living quarters of any "custodian";
- (ii) Loss of or damage to "property other than money and securities" by actual or attempted "robbery" outside the "premises" while being conveyed by a "custodian" or an armoured motor vehicle company, or by theft while within the living quarters of any "custodian".

**3. Money Orders and Counterfeit Paper Currency**

We will pay for loss resulting from your acceptance in good faith, in exchange for merchandise, "money" or services:

- (a) Any money order that is issued or claimed to be issued by a post office or express company, if such money order is not paid upon presentation; or
- (b) Counterfeit Canadian or U.S. paper currency that is acquired in the regular course of your business.

**4. Forgery or Alteration**

(a) We will pay for loss resulting from forgery or alteration of any cheque, draft, promissory note, bill of exchange or similar written promise, order or direction to pay a sum certain in "money", that is:

- (i) Made or drawn by or drawn upon you; or
- (ii) Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.

(b) If you are sued for refusing to pay on any instrument described in Paragraph (a) above on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defence. The amount that we will pay is in addition to the Amount of Insurance applicable to this Forgery or Alteration coverage.

**5. Credit Card Forgery**

(a) We will pay for loss resulting from forgery or alteration of any credit, debit or charge card issued to you or any of your "employees", but only if you or your "employees" have fully complied with all the terms and conditions under which such card was issued.

(b) If you are sued for refusing to pay on any instrument described in Paragraph (a) above on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defence. The amount that we will pay is in addition to the Amount of Insurance applicable to this Credit Card Forgery coverage.

**6. Computer Fraud**

We will pay for loss or damage to "money", "securities" and "property other than money and securities" resulting directly from the use of any computer or electronic device to fraudulently cause a transfer of such property from inside the "premises" or "banking premises" to a:

- (a) Person (other than a "custodian") outside those "premises"; or
- (b) Place outside those "premises".

**B. EXCLUSIONS**

We will not pay for:

**1. Accounting or Arithmetical Errors or Omissions**

Loss resulting from accounting or arithmetical errors or omissions. This exclusion only applies to Coverage **A.2. Money and Securities**.

**2. Acts Committed by You or Your Partners**

Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.

This exclusion does not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.

**3. Acts Committed by Employees and Others**

Loss resulting from any dishonest or criminal act committed by any of your "employees", officers, directors or trustees whether acting alone or in collusion with other persons.

This exclusion does not apply:

(a) To a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property; or

(b) With respect to any coverage provided under Coverage **A.1. Employee Dishonesty**.

**4. Armoured Motor Vehicle**

Loss to "money", "securities" or "property other than money and securities" while such property is in the custody of an armoured motor vehicle company. However, we will pay for loss in excess of any amount you collect from the armoured motor vehicle company or its insurers. This exclusion only applies to Coverage **A.2. Money and Securities**.

**5. Employee Terminated Under Prior Insurance**

Loss caused by any "employee" of yours, or any predecessor of yours, for whom similar prior insurance has been terminated and not reinstated since the last such termination. This exclusion only applies to Coverage **A.1. Employee Dishonesty**.



**6. Exchanges or Purchases**

Loss resulting from the giving or surrendering of "money", "securities" or "property other than money and securities" in any exchange or purchase. This exclusion only applies to Coverages **A.2. Money and Securities** and **A.6. Computer Fraud**.

**7. Fire**

Loss or damage to the "premises" resulting from fire. This exclusion only applies to Coverage **A.2. Money and Securities**.

**8. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**9. Indirect Loss**

Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (a) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, "money", "securities" or "property other than money and securities";
- (b) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**10. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (a) An inventory computation; or
- (b) A profit and loss computation.

This exclusion only applies to Coverage **A.1. Employee Dishonesty**.

**11. Legal Expenses**

Expenses related to any legal action. But this exclusion does not apply with respect to any coverage provided under Coverages **A.4. Forgery or Alteration** or **A.5. Computer Fraud**.

**12. Manuscripts**

Loss of or damage to manuscripts, records or accounts except for their blank value.

**13. Money Operated Devices**

Loss of "money" contained in any coin operated amusement device or vending machine, unless the amount of "money" deposited in such device or machine is recorded by a continuous recording instrument therein. This exclusion only applies to Coverage **A.2. Money and Securities**.

**14. Nuclear Incident**

Loss resulting from any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law), nuclear explosion or contamination by radioactive material.

**15. Terrorism**

Loss resulting from "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism".

**16. Transfer or Surrender of Property**

- (a) Loss or damage to "money", "securities" or "property other than money and securities" after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (i) On the basis of unauthorized instructions;
  - (ii) As a result of a threat to do bodily harm to any person; or
  - (iii) As a result of a threat to do damage to the "premises", "banking premises" or to property you hold in any capacity.
- (b) This exclusion only applies to Coverage **A.2. Money and Securities**. But this exclusion does not apply with respect to any coverage provided under Coverage **A.2.(b) Money and Securities - Loss Outside the Premises** for loss to "money", "securities" or "property other than money and securities" while being conveyed by a "custodian" if you had no knowledge of any threat as described in Paragraphs (a)(i) and (iii) above at the time the conveyance was initiated.

**17. War**

Loss resulting from war, invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power.

**C. AMOUNTS OF INSURANCE**

The most we will pay for loss or damage in any one "occurrence" is the higher of the applicable Amount of Insurance shown in the Schedule of Additional Coverages, the Declarations, or in any endorsement that is part of this Coverage Form.

**D. DEDUCTIBLE**

We are liable for the amount by which the loss or damage in any one "occurrence" exceeds the amount of the Crime Deductible shown in the Schedule of Additional Coverages.

**E. ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**1. Consolidation – Merger**

- (a) If through consolidation or merger with, or purchase of assets of, some other entity:
  - (i) Any additional persons become "employees"; or
  - (ii) You acquire the use and control of any additional "premises";

any insurance afforded under this policy for "employees" or "premises" also applies to those additional "employees" and "premises". You will report such "employees" or "premises" within 30 days of the date of consolidation, merger, purchase or acquisition, and will pay any additional premium due.

- (b) If you do not report such consolidation, merger, purchase or acquisition, coverage will cease automatically when any of the following first occurs:
- (i) 30 days after the effective date of such consolidation, merger, purchase or acquisition;
  - (ii) The last day of the policy period; or
  - (iii) The date this policy is terminated.

**2. Discovery Period for Loss**

We will pay for covered loss that you sustain through acts committed or events occurring at any time prior to or during the policy period, if the loss is discovered by you during the policy period or within one year of the ending date of the policy period. However, if this policy is terminated, we will pay for covered loss that you sustain through acts committed or events occurring at any time prior to the:

- (a) Date this policy came into effect; and
  - (b) Effective date of this policy's termination;
- if the loss is discovered by you within one year of the date of that termination.

**3. Electronic and Mechanical Signatures**

With respect to Coverage **A.4. Forgery or Alteration**, we will treat electronically or mechanically reproduced signatures the same as handwritten signatures.

**4. Duties in the Event of Loss**

After you discover a loss that may result in covered loss or damage, you must:

- (a) Notify us as soon as possible;
- (b) Submit to an examination under oath at our request and give us a signed statement of your answers;
- (c) Give us a detailed, sworn proof of loss within 120 days;
- (d) Cooperate with us in the investigation and settlement of any claim;
- (e) Give immediate notice to the police of any loss or damage due to violation of law; and
- (f) If covered loss or damage is to "securities", take all reasonable measures to prevent their negotiation, sale or conversion.

**5. Joint Insured**

- (a) If any Named Insured, or partner or officer of that Named Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Named Insured.
- (b) An "employee" of any Named Insured is considered to be an "employee" of every Named Insured.
- (c) If this insurance or any of its coverages is terminated as to any Named Insured, loss sustained by that Named Insured is covered only if discovered no later than one year from the date of that termination.

**6. Legal Action Against Us**

You may not bring any legal action against us:

- (a) Unless you have fully complied with all the terms of this insurance;
- (b) Until 90 days after you have filed proof of loss with us; and
- (c) Unless brought within 2 years from the date you discover the loss.

Every action or proceeding against an insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

**7. Loss Under Two or More Coverages**

If two or more coverages under this insurance apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**8. Non-cumulation of Amount of Insurance**

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Amount of Insurance cumulates from year to year or policy period to policy period.

**9. Other Insurance**

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Amount of Insurance.

**10. Ownership of Property; Interest Covered**

The property covered under this insurance is limited to property:

- (a) That you own, lease or hold for others; or
- (b) For which you are legally liable.

However, this insurance is for your benefit only. It provides no benefits to any other person or organization.

**11. Territory**

We will cover acts committed or events occurring in Canada and the United States of America, including its territories and possessions.

However, with respect to Coverages **A.4. Forgery or Alteration** and **A.6. Computer Fraud**, we will cover loss you sustain anywhere in the world.

**12. Records**

You must keep records of all property covered by this insurance so that we can verify the amount of any loss.

### 13. Recoveries

- (a) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this policy will be distributed as follows:
  - (i) To you, until you are reimbursed for any loss that you sustained that exceeds the Amount of Insurance and the deductible amount;
  - (ii) Then to us, until we are reimbursed for the settlement made; then to you, until you are reimbursed for that part of the loss equal to the deductible amount.
- (b) Recoveries do not include any recovery:
  - (i) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - (ii) Of original "securities" after duplicates of them have been issued.
- (c) You are entitled to the recovered property upon reimbursing us for the amount of indemnity paid to you for such property. Whoever recovers such property will immediately notify the other party in writing.

### 14. Termination as to any Employee

This insurance is terminated as to any "employee":

- (a) Immediately upon discovery by:
  - (i) You; or
  - (ii) Any of your partners, officers or directors not in collusion with the "employee"; of any dishonest act committed by that "employee" whether before or after becoming employed by you.
- (b) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

### 15. Transfer of Your Rights of Recovery Against Others to Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

### 16. Valuation – Settlement

- (a) Subject to **C. AMOUNTS OF INSURANCE**, we will pay for:
  - (i) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than Canada:
    - (1) At face value in the "money" issued by that country; or
    - (2) In the Canadian dollar equivalent determined by the rate of exchange on the day the loss was discovered.
  - (ii) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option, pay the:
    - (1) Value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
    - (2) Cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
      - (i) Value of the "securities" at the close of business on the day the loss was discovered; or
      - (ii) Amount of Insurance.
  - (iii) Loss of, or loss from damage to "property other than money and securities" or loss from damage to the "premises" or its exterior, for not more than the:
    - (1) Actual cash value of the property on the day the loss was discovered;
    - (2) Cost of repairing the property or "premises";
    - (3) Cost of replacing the property with property like kind and quality; or
    - (4) Amount of Insurance.
 We may, at our option, pay the actual cash value of the property or repair or replace it. If we cannot agree with you upon the actual cash value of the cost of repair or replacement, the value of cost will be determined by arbitration.
- (b) Any property that we pay for or replace becomes our property.

## F. DEFINITIONS

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Custodian"** means you, any of your partners, or any "employee" authorized by you to have custody of property inside the "premises", excluding any person while acting as a "guard", janitor, porter or "watchperson".
3. **"Employee"** means:
  - (a) Any natural person:
    - (i) While in your service (and for 30 days after termination of service);
    - (ii) Who you compensate directly by salary, wages or commissions; and
    - (iii) Who you have the right to direct and control while performing services for you, or

- (b) Any natural person employed by an employment contractor while such person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".
- But "employee" does not mean any:
- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.
4. **"Employee Dishonesty"** means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
- (a) Cause you to sustain loss; and
- (b) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
- (i) The "employee"; or
- (ii) Any person or organization intended by the "employee" to receive that benefit.
5. **"Guard"** means any able-bodied person who accompanies a "custodian" at your direction, but who is not a driver of a public conveyance.
6. **"Innocent co-insured"** means any Named Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
7. **"Money"** means currency and coins in current use and having a face value.
8. **"Occurrence"** means:
- (a) With respect to Coverage **A.1. Employee Dishonesty**, all loss caused by, or involving, one or more "employees" whether the result of a single act or series of acts.
- (b) With respect to Coverage **A.4. Forgery or Alteration**, all loss caused by any one person or in which that person is involved, whether the loss involves one or more instruments.
- (c) With respect to all other Coverages:
- (i) An act or series of related acts involving one or more persons; or
- (ii) An act or event, or series of related acts or events not involving any person.
9. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
10. **"Property Other Than Money and Securities"** means any tangible property usual to your business other than:
- (a) "Money";
- (b) "Securities";
- (c) Motor vehicles, trailers or semi-trailers; or
- (d) Equipment or accessories attached to motor vehicles, trailers or semi-trailers.
11. **"Robbery"** means the unlawful taking of property from a "custodian" by a person or persons who have:
- (a) Caused or threatened to cause bodily harm to the "custodian"; or
- (b) Committed an overt unlawful act that was witnessed by the "custodian".
12. **"Safe burglary"** means the unlawful taking of property from a vault or safe:
- (a) By a person who has made unlawful entry into such vault or safe;
- (b) All doors of which are closed and locked by a combination lock; and
- (c) As evidenced by visible marks of forced entry on the exterior of such vault or safe.
13. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".
14. **"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, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
15. **"Watchperson"** means any person employed exclusively by you to have care and custody of property inside the "premises" while the "premises" are closed for business, and who has no other duties.

## PART V – AGRICULTURAL EQUIPMENT

**This PART V only applies if Agricultural Equipment Coverage Form WA3303 is attached to your policy.  
The following changes are made to your Agricultural Equipment Coverage Form WA3303:**

### 1. Agricultural Equipment - Replacement Cost

The following is added to **F. COVERAGE EXTENSION**:

- (a) We will pay for covered loss or damage to Agricultural Equipment on a replacement cost basis, provided that the agricultural equipment has an original manufacturer's date of 5 years (60 months) or newer at the time of loss or damage.
- (b) This coverage does not apply to:
- (i) Agricultural equipment rented to you or by you;
- (ii) Tracks, tires or batteries;
- (iii) Betterments resulting from the repair or replacement of property having prior unrepaired damage; or
- (iv) Any increase in the cost of replacement resulting from the enforcement of any restriction or prohibition in any regulation, ordinance or law.



- (c) You may make a claim for covered loss or damage on an actual cash value basis instead of a replacement cost basis. In the event you elect to have your loss settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intention to do so within 180 days after the loss or damage.
- (d) We will not pay on a replacement cost basis for any loss or damage:
  - (i) Until the lost or damaged property is actually repaired or replaced; and
  - (ii) Unless the repairs or replacement are made as soon as reasonably possible after loss or damage.
- (e) We will not pay more for loss or damage on a replacement cost basis than the least of:
  - (i) The Amount of Insurance applicable to the lost or damaged item;
  - (ii) The cost to replace the lost or damaged item with new property of comparable material and quality, that is used for the same purpose; and
  - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

## 2. Fire Department Service Charge

The following is added to **F. COVERAGE EXTENSION:**

### Fire Department Service Charge

When the fire department is called to save or protect Insured Property from an insured peril, we will pay your liability for fire department service charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

No Deductible applies to this Additional Coverage.

## 3. Rental Reimbursement

The following is added to **F. COVERAGE EXTENSION:**

### Rental Reimbursement

We will pay the actual and necessary expenses you incur for the rental of agricultural equipment to replace Insured Property that has been withdrawn from normal use as a result of direct physical loss or damage caused by or resulting from an insured peril.

This Additional Coverage only applies to the rental of agricultural equipment which is of similar type, capacity and purpose as the equipment that sustains loss or damage.

Payment will end on the date of completion of the repairs or replacement of the lost or damaged Insured Property or on the date that we make or tender settlement of such loss.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

No deductible applies to this Additional Coverage.

## 4. Salvage Removal and Replacement Expenses

The following is added to **F. COVERAGE EXTENSION:**

### Salvage Removal and Replacement Expenses

We will pay for the necessary expenses you incur to remove or replace covered agricultural equipment attached to and forming part of a licensed motor vehicle:

- (a) That is required by law to be insured under a contract evidenced by a motor vehicle liability policy; and
- (b) Is insured for commercial use;

due to loss or damage to the licensed motor vehicle caused by an insured peril.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

No deductible applies to this Additional Coverage.

## 5. Tools, Tack and Parts

The following is added to **F. COVERAGE EXTENSION:**

### Tools, Tack and Parts

1. Insured Property is extended to include:

- (a) Your "tools";
- (b) Your "tack";
- (c) Your spare parts; or
- (d) Similar property of others in your care, custody or control.

We will pay for direct physical loss or damage to such property that is caused by or resulting from an insured peril.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

2. The following definitions are added:

**"Tools"** represent any piece of equipment that is under \$2,500 per item, pair or set and is used in your operations.

**"Tack"** means bridles, halters, harnesses, saddles, grooming equipment and supplies and other portable property that is usual to the use, care or grooming of livestock.

**6. Tools, Tack and Parts – Replacement Cost**

- (a) We will pay for covered loss or damage to "tools" and "tack" on a replacement cost basis, provided that you are the original purchaser of the "tools" or "tack" exclusive of the selling dealer and the loss or damage occurs within sixty (60) months of the date on which the property was first delivered to you.
- (b) This coverage does not apply to:
  - (i) "Tools" or "tack" rented or leased to you or by you;
  - (ii) Betterments resulting from the repair or replacement of property having prior unrepaired damage;
  - (iii) Any increase in the cost of replacement resulting from the enforcement of any restriction or prohibition in any regulation, ordinance or law.
- (c) You may make a claim for covered loss or damage on an actual cash value basis instead of a replacement cost basis. In the event you elect to have your loss settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intention to do so within 180 days after the loss or damage.
- (d) We will not pay on a replacement cost basis for any loss or damage:
  - (i) Until the lost or damaged property is actually repaired or replaced; and
  - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- (e) We will not pay more for loss or damage on a replacement cost basis than the least of:
  - (i) The Amount of Insurance applicable to the lost or damaged property;
  - (ii) The cost to replace the lost or damaged property with new property of comparable material and quality, that is used for the same purpose; and
  - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

**PART VI - LIVESTOCK COVERAGES**

**This PART VI only applies if Livestock Coverage Form WA3301 is attached to your policy.  
The following changes are made to your Livestock Coverage Form WA3301:**

**1. Contract Penalty**

The following is added to **G. ADDITIONAL COVERAGES**:

**Contract Penalty**

We will pay contractual penalties you incur as a result of your failure to deliver Insured Property to your customer in a timely manner according to the terms of your contract with that customer. This Additional Coverage only applies if such failure results solely from direct physical loss or damage by an insured peril to Insured Property.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

**2. Deferred Payments**

The following is added to **G. ADDITIONAL COVERAGES**:

**Deferred Payments**

We will pay your interest in Insured Property that you have sold on an installment or other deferred payment basis, if it is lost or damaged by an insured peril after it has been delivered to the customer.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

**3. Veterinarian Supplies**

1. The following is added to **G. ADDITIONAL COVERAGES**:

**Veterinarian Supplies**

We will pay for direct physical loss or damage by a "Named Peril" to supplies:

- (a) You keep for use in raising and caring for "livestock", but not including semen and semen tanks; and
- (b) That are on premises you own, rent, lease or occupy.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

2. The following is added to **H. DEFINITIONS**:

**"Named Perils"** means:

- (a) Perils (a) through (h) in **A.2. Insured Perils**;
- (b) Transportation, meaning:
  - (i) Collision, derailment, upset or overturn of a transporting land conveyance;
  - (ii) Stranding or sinking of vessels; or
  - (iii) Collapse of bridge, culvert, dock or wharf;
- (c) Theft, but there shall in no event be any liability for loss or damage to veterinarian supplies left in the open.



## PART VII – CROP INPUTS AND OUTPUTS COVERAGES

This PART VII only applies if Crop Inputs And Outputs Coverage Form WA3300 is attached to your policy.  
The following changes are made to your Crop Inputs And Outputs Coverage Form WA3300:

### 1. Contract Penalty

The following Contract Penalty Additional Cover is added to your Crop Inputs and Outputs Coverage Form:

#### Contract Penalty

We will pay contractual penalties you incur as a result of your failure to deliver Insured Property to your customer in a timely manner according to the terms of your contract with that customer. This Additional Coverage only applies if such failure results solely from direct physical loss or damage by an insured peril to Insured Property.

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

### 2. Peak Season

The Amount of Insurance will automatically increase by 25% to provide for seasonal variations. However, this increase will apply only if all the applicable Amounts of Insurance shown in the Declarations are at least 100% of your average monthly values during the lesser of:

- (a) The 12 months immediately preceding the date the loss or damage occurs; or
- (b) The period of time you have been in business as of the date the loss or damage occurs.

### 3. Standing Crop

The following Standing Crop Additional Coverage is added to your Crop Inputs and Outputs Coverage Form:

#### Standing Crop

We will pay for direct physical loss or damage to:

- (a) Standing or swathed grain or seed crops; or
- (b) Standing or swathed hay or straw;

caused by:

- (i) Fire or lightning; or
- (ii) Riot, Vandalism or Malicious Acts as described in Paragraph A.2.(d).

Separate Amounts of Insurance apply to the property described in Paragraphs (a) and (b).

The Amount of Insurance for this Additional Coverage is the higher of the Amount of Insurance shown in the Schedule of Additional Coverages or the Declarations.

## PART VIII – COMMERCIAL GENERAL LIABILITY COVERAGES

This PART VIII only applies if Commercial General Liability Coverage Form WA6000i is attached to your policy.  
The following changes are made to your Commercial General Liability Coverage Form WA6000:

### 1. Employer's Liability Coverage

- 1. Exclusion d. **Employer's Liability** in Paragraph 2. of **Coverage A. Bodily Injury and Property Damage Liability** is deleted.
- 2. The following replaces Paragraph (c) of exclusion e. **Aircraft or Watercraft** in Paragraph 2. of **Coverage A. Bodily Injury and Property Damage Liability**:  
(c) "Bodily injury" to an "employee" of the insured, if the "bodily injury" results from an "occurrence" involving watercraft.
- 3. The following replaces Paragraph (1) of exclusion f. **Automobile** in Paragraph 2. of **Coverage A. Bodily Injury and Property Damage Liability**:  
(1) "Bodily injury" to an "employee" of the insured;
- 4. The following is added to **E. AMOUNTS OF INSURANCE**:  
Employer's Liability Coverage – Amounts of Insurance  
Subject to Paragraph 3. **Each Occurrence**, the Employer's Liability Each Occurrence Amount shown in the Schedule of Coverages is the most we will pay for the sum of all "compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** for which coverage is provided under this Employer's Liability Coverage.

### 2. Forest and Prairie Fire Fighting Expense Coverage

- 1. The following is added to **A. COVERAGES**:  
**Coverage - Forest and Prairie Fire Fighting Expense Coverage**
  - 1. **Insuring Agreement**

- a. We will pay those sums that you become legally obligated to pay as firefighting expenses to which this insurance applies. We may, at our discretion, investigate and settle any claim for such expenses. But the amount we will pay is limited as described in **E. AMOUNTS OF INSURANCE**.
- b. This insurance applies to firefighting expenses only if:
  - (1) The expenses result from controlling or extinguishing a forest or prairie fire that originates in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred by others; and

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

- (3) You are obligated to pay such expenses under any applicable federal, provincial, territorial or municipal law, statute, ordinance, rule or regulation pertaining to forest or prairie fires.

**2. Exclusions**

This insurance does not apply to:

- (a) Firefighting expenses you are obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for firefighting expenses that you would have in the absence of the contract or agreement.
- (b) Any fine or penalty imposed against you.

**2. The following is added to E. AMOUNTS OF INSURANCE:**

Forest and Prairie Fire Fighting Expense Coverage – Amounts of Insurance

Unless a higher amount is shown in the Declarations for Forest and Prairie Fire Fighting Expenses, the Forest and Prairie Fire Fighting Expense Amount shown in the Schedule of Coverages is the most we will pay for all firefighting expenses for which coverage is provided under this Forest and Prairie Fire Fighting Expense Coverage. This amount is in addition to, and not included within, the Amounts of Insurance shown in the Declarations.

**3. Limited Pollution Liability Coverage**

**1. The following is added to exclusion 4. Pollution in B. COMMON EXCLUSIONS:**

Paragraphs **a.(1)** and **a.(4)** of this exclusion do not apply to "bodily injury", "property damage" or "personal or advertising injury" occurring at any premises, site or location situated in Canada and arising out of an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", provided that such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

- (a) Results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
- (b) Is detected within 120 hours after the commencement of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants";
- (c) Is reported to us within 120 hours of the detection of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants"; and
- (d) Occurs in a quantity or with a quality that is in excess of that which is routine or usual to the business of the insured.

**2. The following is added to E. AMOUNTS OF INSURANCE:**

Limited Pollution Liability Coverage – Amounts of Insurance

Subject to Paragraph **1. General Aggregate** or Paragraph **6. Tenants' Legal Liability**, whichever applies, the Limited Pollution Aggregate Amount shown in the Schedule of Coverages is the most we will pay for the sum of all:

- (a) "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** and **Coverage D. Tenants' Legal Liability**; and

- (b) Medical expenses under **Coverage C. Medical Expenses**; for which coverage is provided under this Limited Pollution Liability Coverage.

Subject to Paragraph **3. Each Occurrence**, the Limited Pollution Each Occurrence Amount shown in the Schedule of Coverages is the most we will pay for the sum of all:

- (c) "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** and **Coverage D. Tenants' Legal Liability**; and

- (d) Medical expenses under **Coverage C. Medical Expenses**; for which coverage is provided under this Limited Pollution Liability Coverage and arising out of any one "occurrence".

**4. Spray Drift Liability Coverage**

**1. The following is added to Paragraph a.(4) of exclusion 4. Pollution in B. COMMON EXCLUSIONS:**

Nor does this sub-paragraph apply to "property damage" to growing crops of others on neighbouring land arising out of the application of pesticides, herbicides or fertilizers by you or your "employee" on your own crops (other than by means of an aircraft) if:

- (i) Such pesticides, herbicides or fertilizers are misused by you or your "employee"; or
- (ii) Spray drifts from such pesticides, herbicides or fertilizers.

This exception does not apply if you and any "employee" who applies pesticides, herbicides or fertilizers did not follow all applicable requirements contained in any applicable federal, provincial, territorial or municipal law, statute, ordinance, rule or regulation pertaining to the application of pesticides, herbicides or fertilizers, including any requirement that you or such "employee" be licensed to apply pesticides, herbicides or fertilizers.

**2. The following is added to E. AMOUNTS OF INSURANCE:**

Spray Drift Liability Coverage – Amounts of Insurance

Subject to Paragraph **3. Each Occurrence**, the Spray Drift Liability Each Occurrence Amount shown in the Schedule of Coverages is the most we will pay for the sum of all "compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** for which coverage is provided under this Spray Drift Liability Coverage.