

SECTION 2

LIABILITY COVERAGES

(Words and phrases shown in "quotations" have special meaning, either as defined under Special Definitions of this Coverage, General Definitions or as otherwise specifically defined within the policy.)

COVERAGE H (Farm Liability)

PART I - INSURING AGREEMENTS

The Insurer agrees with the Named Insured:

A.1 PUBLIC LIABILITY

To pay on behalf of the "insured" within the Insurer's limit of liability for Coverage H as stated on the "Declaration Page" all compensatory sums which the "insured" shall become legally obligated to pay because of:

- (a) the liability imposed by law upon the "Insured", or
- (b) the liability of others assumed by the Named "Insured" under any written agreement relating to the "Premises" insured, for damages, including damages for care and loss of services, because of unintentional "Bodily Injury" or "Property Damage", caused by accident or occurrence.

A.2 TENANTS' LEGAL LIABILITY

To pay on behalf of the "insured" within the Insurer's limit of liability for Coverage H as stated on the "Declaration Page" all compensatory sums which the insured shall become legally obligated to pay as damages because of the liability imposed by law upon the "insured" for "Property Damage" to Residence "Premises" or contents therein used by or rented to or in the care, custody or control of the Insured, caused by:

- (a) fire;
- (b) explosion;
- (c) smoke due to sudden, unusual and faulty operation of any household heating or cooking unit; or
- (d) "water" escape from a heating, plumbing, sprinkler or air conditioning system or household appliance.

A.3 VOLUNTARY MEDICAL PAYMENTS

To pay all reasonable and necessary medical, surgical, dental, hospital, professional nursing, ambulance and funeral costs incurred within one year from the date of accident, to or for each person not hereinafter excluded who sustains "Bodily Injury" caused by an accident or occurrence, and resulting from the maintenance or use of the "Premises", or the personal acts of an "insured". The sum of \$5,000 is the maximum we will pay for in respect of one accident or occurrence.

A.4 VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

To pay, to a maximum of \$2,000 for loss arising out of direct physical damage to or destruction of property not hereinafter excluded, caused by an "Insured", and resulting from the maintenance or use of the "Premises", or the personal acts of an "insured".

A.5 VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

To pay the benefits described below if the "residence employee" of the "Insured" is injured or dies accidentally while working for the "Insured", even though the "Insured" is not legally liable.

A "residence employee", or anyone acting on his or her behalf, who accepts these benefits must sign a release giving up any right to sue the "Insured". The Insurer has the right to recover from anyone, other than the "Insured", who is responsible for the "residence employee's" injury or death. If the "residence employee" of the "Insured" does not accept these benefits or sues the "Insured", the "insurer" may withdraw the offer, but this will not affect the liability insurance of the "Insured".

"We" will not pay benefits for any hernia injury.

Weekly Indemnity

Weekly indemnity means two thirds of "your" "residence employee's" gross weekly wage at the date of the accident but "we" will not pay more than \$150 per week or the amount indicated on the "Declaration Page", whichever is greater.

Schedule of Benefits – Coverage H

1. Loss of Life:

If “your” “residence employee” dies from injuries received in the accident within the following 26 weeks,

“we” will pay:

- a) to those wholly dependent upon him or her, a total of 100 times the weekly indemnity in addition to any benefit for temporary total disability paid up to the date of death. If there is more than one dependent, the amount will be divided equally among them; and
- b) actual funeral expenses up to \$500.

2. Temporary Total Disability:

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

3. Permanent Total Disability:

If “your” “residence employee” becomes permanently and totally disabled from injuries received in the accident within the following 26 weeks following the accident and cannot work at any job, “we” will pay weekly indemnity for 104 weeks in addition to benefits provided under Temporary Total Disability.

4. Injury Benefits:

If, as a result of the accident, “your” “residence employee” suffers the loss of, or permanent loss of use of any of the following listed items within 26 weeks following the accident, “we” will pay weekly indemnity for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability Benefits but no others.

“We” will not pay more than 104 weeks in total even in the accident results in loss of more than one item.

For loss of:

- a) one or more of the following:
 - (i) hand
 - (ii) arm
 - (iii) foot
 - (iv) leg.....104 weeks
- b) one finger or toe.....26 weeks
or
more than one finger or toe.....52 weeks
- c) one eye.....52 weeks
or
both eyes.....104 weeks
- d) hearing of one ear.....26 weeks
or
hearing of both ears104 weeks

5. Medical Expenses:

If, as a result of the accident, “your” “residence employee” incurs medical expense including surgical, dental, hospital, nursing and ambulance expenses within the following 26 weeks, “we” will pay up to a maximum of \$1,000 in addition to all other benefits.

“We” will pay for the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, subject to a maximum of \$5,000.

“We” do not insure “you” for costs recoverable from other insurance plans.

Notice of Accident or Occurrence

When an accident occurs, “you” must promptly give “us” notice (in writing if requested). The notice must include:

- a) the identity of the “residence employee” and the date, time, place and circumstances of the accident;
- b) names and addresses of witnesses.

If requested by "us", "you" must arrange for the injured "residence employee" to:

- c) submit to physical examination at our expense by doctors "we" select as often as "we" may reasonably require;
- d) authorize "us" to obtain medical and other records.

Autopsy

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

PART II-DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

As respects the insurance afforded by Insuring Agreements A.1 and A.2, the Insurer shall:

1. Defend in the name and on behalf of the insured and at the cost of the Insurer any civil “action” brought against the insured on account of any loss insured, even if such suit is groundless, false or fraudulent, but the Insurer shall have the right to select legal counsel, and to make such investigation, negotiation and settlement of any claim as it may deem expedient. The Insurer will only pay for the legal counsel they select.
2. In addition to the applicable limits of liability:
 - (a) pay all expenses incurred by the Insurer, all costs taxed or assessed against the insured in any civil “action” defended by the Insurer, and any interest accruing after entry of judgment (or in those jurisdictions where interest may accrue from the date a cause of “action” arises or notice in writing of a claim is given, any interest by law accruing and awarded from such date to the date of judgment upon that part of the judgment) which is within the limit of the Insurer’s liability.
 - (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Coverage H and on appeal bonds required in any such defended suit, but without obligation to apply for or furnish such bonds.
 - (c) pay expenses incurred by the “Insured”, in the event of accident causing “bodily injury”, for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.
 - (d) reimburse the “insured” for all reasonable expenses, including actual loss of income up to \$100 per day, incurred by the “insured” at the Insurer’s request in assisting the Insurer in the investigation or defence of any claim or suit.

PART III-DEFINITIONS AS USED IN COVERAGE H

1. **“Action”** means a civil proceeding in which “compensatory damages” because of “bodily injury” or “property damage” to which this insurance applies are alleged. “Action” includes:
 - (a) An arbitration proceeding in which such “compensatory damages” are claimed and to which the “insured” must submit or does submit with “our” consent; or
 - (b) Any other alternative dispute resolution proceeding in which such “compensatory damages” are claimed and to which the “insured” submits with “our” consent.
2. **“Bodily Injury”** means “bodily injury”, sickness or disease, including death at any time resulting therefrom, sustained by any person.
3. **“Business”** means any full time or part time pursuit undertaken for financial gain, including a trade, profession or occupation. Employment as a clerk, salesman, collector, messenger or teacher shall be deemed “business” only where:
 - (a) an “insured” is the sole owner or a partner in such “business”; or
 - (b) activities in the course of such employment cause “Bodily Injury” to a fellow employee; or
 - (c) “bodily injury” is sustained by a pupil arising out of corporal punishment administered by or at the direction of an insured as a teacher.

“Business” shall not include:

- (a) activities during the course of an “insured’s” trade, profession or occupation which are ordinarily incidental to non-“business” pursuits; or
 - (b) the temporary or part-time “business” pursuits of an “insured” under the age of 21 years.
4. **“Business Property”** means:
 - (a) All “Premises” on which a “Business” other than that specifically declared on the “Declaration Page” is conducted; and
 - (b) All “Premises” if the whole or part thereof is rented to others or held for such rental by an “insured”, except as specifically declared on the “Declaration Page”.

“Business Property” shall not include:

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

5. **“Compensatory Damages”** means damages due or awarded in payment for actual injury or economic loss. “Compensatory damages” does not include punitive or exemplary damages.
6. **“Completed Operations Hazard”** means any “Bodily Injury” or “Property Damage” arising out of operations, but only if the “Bodily Injury” or “Property Damage” occurs after such operations had been completed or abandoned, and occurs away from “Premises” owned, rented or controlled by the “Insured”. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed. The Completed Operations Hazard shall not include “Bodily Injury” or “Property Damage” arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
7. **“Custom Farming”** means the ownership, maintenance or operation by or on behalf of an “insured” of any farm tractors, farm trailers or farm implements attached to farm tractors, self-propelled or motor driven or animal-drawn farm implements, draft animals or vehicles commonly used therewith-all while being used under contract to another for a charge.
8. **“Data”** means representations of information or concepts, in any form.
9. **“Declaration Page”** means the Section of the Policy containing basic information such as the name and address of the Named Insured, the description and location of the insured “premises”, the Policy term, the amount of coverage, and premium amounts.
10. **“Farm Employee”** means an employee whose duties in the employment of the insured are principally those connected with farm activities outside of the “Insured's” Residence “Premises”.
11. **“Hostile Fire”** means one which becomes uncontrollable or breaks out from where it was intended to be.
12. The unqualified word **“Insured”** means:
 - (a) the insured named on the “Declaration Page” (the Named Insured);
 - (b) while living in the Named Insured's household, his or her spouse, the relatives of either, and any other person under the age of 21 in the care of an insured;
 - (c) any “student” insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university;
 - (d) if the Named Insured is designated on the “Declaration Page” as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof, but only with respect to his/her liability as such;
 - (e) if the Named “Insured” is designated on the “Declaration Page” as other than an individual, partnership or joint venture, the corporation or organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his/her duties as such;
 - (f) a “Farm Employee” while engaged in the employment of the “Insured”;
 - (g) a “Residence Employee” while engaged in the employment of the “Insured”;
 - (h) any person while providing voluntary assistance in the farming operations of the “Insured”;
 - (i) under Coverages A.1 and A.3 with respect to animals or watercraft to which this insurance applies, owned by an “insured”, any person or organization legally responsible therefore;
 - (j) in the event of the death of the Named “Insured”:
 - i) The legal representative of the Named “Insured” but only with respect to the “premises” of the original Named “Insured” and those of his/her “spouse”; and
 - ii) while a resident of such “premises”, any person who was an “insured” prior to such death.
13. **“Motor Vehicle”** means a land motor vehicle, trailer or semi-trailer (including any machinery or apparatus attached thereto) but does not include, except while being towed by or carried on a motor vehicle, any of the following:
 - (a) utility, boat, camp or home trailer;
 - (b) recreational vehicle;
 - (c) crawler or farm type tractor;
 - (d) self-propelled implement of husbandry; or
 - (e) if not required to be registered under any government authority, any equipment which is designed for use principally off public roads.
14. **“Pollutants”** means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
15. **“Personal Transporter”** means a self-balancing, electric-powered transportation device able to turn in place and designed for one person, with a top speed of 20km/h.
16. **“Premises”** means:
 - (a) all “premises” where the Named “Insured” or his/her “spouse” maintains a farm, and other Residence “Premises” specified on the “Declaration Page”;
 - (b) individual or family cemetery plots or burial vaults;
 - (c) Residence “Premises” in which the “insured” is temporarily residing, if not owned by an “insured”; as long as the “insured” is not the lessee or tenant of the “premises” under any agreement which is longer than 90 consecutive days;
 - (d) vacant land in Canada, other than farm land, owned by or rented to an “insured”. Land shall not be vacant after the commencement of any construction operations thereon, unless such operations are being performed solely

- by independent contractors in connection with the construction of a 1, 2 or 3-family "dwelling" for an "insured".
- (e) any site the "insured" owns or rents for the recreational use or seasonal storage of any trailer;
 - (f) "premises" in Canada to be occupied by the "insured" as the "insured's" principal residence from the date the "insured" acquires ownership or takes possession but not beyond the earliest of :
 - (i) 30 consecutive days;
 - (ii) the date the policy expires or is terminated;
 - (iii) the date upon which specific liability insurance is arranged for such "premises".
17. **"Products Hazard"** means "Bodily Injury" or "Property Damage" arising out of the Named "Insured's" Products, or out of the existence of any condition therein or any warranty with respect thereto, but only if the "Bodily Injury" or "Property Damage" occurs away from "Premises" owned, rented or controlled by the "insured" and after physical possession of such products has been relinquished to others.
As used in this definition, the term Named "Insured's" products means goods or products sold, handled or distributed by the Named "Insured" or by others trading under his name, but shall not include any property rented or loaned for the use of others but not sold.
18. **"Property Damage"** means physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom.
19. **"Recreational Vehicle"** means a land motor vehicle designed for recreational use off public roads, if not required to be registered under any government authority. Under this section, motorized golf carts are also considered to be "recreational vehicle".
20. **"Residence Employee"** means an employee, other than a "Farm Employee", whose duties in the employment of the "insured" are exclusively in connection with the ownership, maintenance, use or operation of the Residence "Premises", and who is:
- (a) an inservant, whose duties are principally of a domestic nature and are performed principally inside such residence, or
 - (b) an outservant, whose duties are principally of a domestic nature and are performed principally outside such residence, or
 - (c) a private chauffeur, whose duties are solely in connection with the care, maintenance, use or operation of a motor vehicle.
21. **"Residence Premises"** means:
- (a) a 1, 2 or 3-family dwelling where the Named "Insured" or his or her "spouse" maintains a residence, or
 - (b) that portion of any other building occupied by the Named "Insured" or his or her "spouse" as a residence.
22. **"Self-propelled Implement of Husbandry"** means a self-propelled vehicle (other than a crawler or farm type tractor) manufactured, designed, redesigned, converted or reconstructed for a specific use in farming, while used for such purpose or when travelling from farm to farm or to such places as may be necessary for the maintenance or repair of the vehicle.
23. **"Spouse"** means either of two persons who are:
- (a) married to each other or who have together entered into a marriage that is voidable or void; or
 - (b) living together in a conjugal relationship outside marriage and have so lived together continuously for a period of 3 years or, if they are the natural or adoptive parents of a child, for a period of one year; or
 - (c) considered "spouses" under the Family Law Act, or its' equivalent, in the jurisdiction in which the policy was issued.
24. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
25. **"Water"** means the chemical element defined as H₂O in any of its three natural states, liquid, solid and gaseous.

PART IV-EXCLUSIONS

Coverages A.1, A.2, A.3, A. 4 and A.5 do not apply to:

1. Any "Business" use of the "Premises" unless stated on the "Declaration Page", or to any "Business" of an "insured", or to any "Business" Property;
2. The rendering of or the failure to render professional services;
3. "Bodily Injury" or "Property Damage" arising out of any act or omission in connection with "Premises" (other than the "Premises" insured), owned, rented or controlled by an "insured", but this exclusion does not apply to "Bodily Injury", sustained by a "Residence Employee" arising out of and in the course of his or her employment by an "insured";
4. The transmission of communicable disease by any person insured by this policy, or arising out of the failure of any person insured by this policy to take steps to prevent the transmission or spread of any communicable disease;

5. Any environmental liability of an "insured" for:
- (a) "Bodily Injury" or "Property Damage" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (i) at or from any "premises", site or location which is or was at any time owned or occupied by, or rented or loaned to, any "insured". However, this subparagraph does not apply to:
 - a. "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - b. "Bodily injury" or "property damage" for which an "insured" may be held liable, if an "insured" is a contractor and the owner or lessee of such premises, site or location has been added to this policy as an additional "insured" with respect to an "insured's" ongoing operations performed for that additional "insured" at that "premises", site or location and such "premises", site or location is not and never was owned or occupied by, or rented or loaned to, any "insured", other than that additional "insured"; or
 - c. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (ii) at or from any "premises", site or location which is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
 - (iii) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - a. any "insured"; or
 - b. any person or organization for whom the "insured" may be legally responsible; or
 - (iv) at or from any "premises", site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the "pollutants" are brought on or to the "premises", site or location in connection with such operations by such "insured", contractor or subcontractor. However, this subparagraph does not apply to:
 - a. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such "insured", contractor or subcontractor;
 - b. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the "insured" or on behalf of the "insured" by a contractor or subcontractor; or
 - c. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (v) At or from any "premises", site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
 - (b) Any loss, cost or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (ii) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section **(b)** does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.
6. "Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, operation, use, loading or unloading of:
- (a) any air cushion vehicle or any aircraft; or
 - (b) any "Motor Vehicle" owned or operated by, rented or loaned to any "insured", but this does not apply to "Bodily Injury" or "Property Damage" occurring on the "Premises" insured if the "Motor Vehicle" is not required to be registered under any government authority because it is used exclusively on the "Premises" insured or kept in dead storage on the "Premises" insured; or
 - (c) any "Recreational Vehicle" owned by any "insured", if the "Bodily Injury" or "Property Damage" occurs away from the "Premises" insured.

Exclusion (c) does not apply to "Bodily Injury" or "Property Damage" arising out of the ownership, use or operation of a golf cart on the insured "premises" or on a golf course or if coverage for the golf cart is shown on the "Declaration Page". Exclusion (c) does not apply to "Bodily Injury" or "Personal Damage" arising out of the ownership, use or operation of a "personal transporter".

Exclusions (b) and (c) do not apply to "Bodily Injury", sustained by a "Residence Employee" arising out of and in the course of his or her employment by an "insured".

7. Any liability arising out of the ownership, existence, use or operation of any portion of the "Premises" for the purpose of an aerodrome, airport or aircraft landing facility, and all operations necessary, or incidental thereto.
8. "Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft owned by an "insured", if the watercraft:
 - (a) has inboard or inboard-outboard motor power of more than 38 kW (50 HP); or
 - (b) has outboard motor power, singly or in combination, of more than 19 kW (25 HP) in all; or
 - (c) exceeds 8 metres (26 ft.) in overall length.

This exclusion does not apply to:

- (a) "Bodily Injury" or "Property Damage" occurring on the "Premises" insured; or
 - (b) "Bodily Injury" to any "Residence Employee" arising out of and in the course of his or her employment by an "insured"; or
 - (c) watercraft specified on the "Declaration Page"; or
 - (d) watercraft acquired by an "insured" during the policy period, which is declared to the Insurer within 30 days of such acquisition, and endorsed hereon.
9. Any liability arising out of the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat.
 10. "Bodily Injury" to any employee, other than a "Residence Employee", if the "Bodily Injury" arises out of and in the course of his or her employment by an "insured".
 11. Any obligation for which the "insured" or his Insurer may be held liable under any Workers' Compensation Law.
 12. "Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed, demolition, tractor pull or similar contest or in any stunting activity or in practice or preparation for any such contest or activity.
 13. "Bodily Injury" or "Property Damage" caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.
 14. "Bodily Injury" or "Property Damage" with respect to which an "insured" under this coverage is also insured under a contract of nuclear energy liability insurance (whether the "insured" is named or not in such contract and whether or not it is legally enforceable by the "Insured") issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
 15. Liability arising out of the ownership, maintenance, use or operation by or on behalf of an "insured" of any "premises" other than as specified on the "Declaration Page", but this exclusion shall not apply to:
 - (a) the grazing of livestock on "premises" away from farm "premises" owned or leased by an "insured"; or
 - (b) farm "premises" or Residence "Premises" purchased or leased by an "insured" during the period this policy is in force, which is declared to the Insurer within 14 days of such acquisition, and endorsed thereon.
 16. Custom farming operations, unless specified on the "Declaration Page", and an additional premium charge made therefore.
 17. The application of anhydrous ammonia away from the "Premises" insured.
 18. The ownership, use or operation by or on behalf of an "insured" of:
 - (a) riding stables; or
 - (b) race horses off the "Premises" insured, but this does not apply to grazing away from the "Premises" insured.
 19. "Property damage" to the Named "Insured's" products arising out of such products or any part of such products.
 20. The erasure, destruction, corruption, misappropriation or misinterpretation of "data".
 21. Erroneously creating, amending, entering, deleting or using "data".
 22. The distribution or display of "data" by means of an Internet Website, the Internet, an intranet, extranet or similar device, or system designed or intended for electronic communication of "data";
 23. "Bodily Injury" or "Property Damage" arising out of any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expenses directly or indirectly caused by resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damages, cost or expense;
 24. (a) "Bodily Injury", "Property Damage", personal injury or Medical Payments or any other cost, loss or expense incurred by others arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of "Fungi" or "Spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate,

- remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "Fungi" or "Spores"; or
- (b) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with (a) above; or
 - (c) Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above;
25. "Bodily Injury" arising out of any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly by:
- (a) any person or named "insured" who is insured by this policy;
 - (b) any person or named "insured" who is insured by this policy having knowledge of such an activity taking place;
 - (c) any person or named "insured" who is insured by this policy failing to prevent such activity from taking place;
 - (d) or at the direction of any person or any named "insured" who is insured by this policy.
26. "Bodily Injury" or "Property Damage" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

Coverage A.1, A.2 and A.3 do not apply to:

27. "Bodily injury" or "property damage" caused by any intentional or criminal act or intentional or criminal failure to act by any person insured by this policy or any other person at the direction of any person insured by this policy.
28. "Bodily Injury" to:
- (a) any "insured"; or
 - (b) any person regularly residing on the "Premises" (other than a "Residence Employee"); or
 - (c) any person while engaged in alteration, demolition or new construction operations of the "Insured".
- This exclusion does not apply to any person while providing voluntary assistance in the farming operations of the "insured" and who does work for which no remuneration is made, given or contemplated.
29. "Bodily Injury" to any person if benefits therefore are payable under any Worker's Compensation Law.

Coverage A.1 does not apply to:

30. Damage to:
- (a) property an "insured" owns, uses, occupies, leases, sells, gives away or abandons; or
 - (b) property in the care, custody or control of an "insured" or property as to which the "insured" is for any purpose exercising physical control; or
 - (c) any personal property or any fixtures as a result of any work performed thereon by the "insured" or anyone on his behalf.

Coverage A.2 does not apply to:

31. Liability assumed by an "insured" under a contract, except liability which would attach in the absence of such contract.

Coverage A.3 does not apply to:

32. Those portions of such expenses payable or recoverable under any medical, surgical, dental or hospitalization plan or law, or under any other insurance policy or certificate issued to or for the benefit of any person for whom indemnity is provided.
33. "Products Hazard".

Coverage A.4 does not apply to:

34. Any "Business" of an "insured", or any occurrence in connection with "Premises" owned, rented or controlled by an "insured", other than as stated on the "Declaration Page". For the purpose of this exclusion, "Business" includes the temporary or part-time "business" pursuits of an "insured".
35. Property owned by or rented to an "insured", any resident of the household of the "insured" named on the "Declaration Page" or any tenant of an "insured".
36. Loss or damage arising out of the use or operation of farm "machinery and equipment", "recreational vehicles" or watercraft.
37. Damage or destruction caused intentionally by or at the direction of an "insured" who has attained the age of 13 years or more.
38. Loss caused by loss of use, disappearance or theft of property.

PART V-CONDITIONS

1. POLICY PERIOD

Coverage H applies only to accidents and occurrences which take place during the period this policy is in force.

2. LIMITS OF LIABILITY

The inclusion under Coverage H of more than one "insured" shall not operate to increase the limits of the Insurer's liability.

(a) Under Coverages A.1 and A.2

The limit of "Bodily Injury" liability and "Property Damage" liability inclusive stated in the Liability Declarations as applicable to "each accident or occurrence" is the limit of the Insurer's liability for all damages arising out of "Bodily Injury" liability and "Property Damage" liability combined, in respect of any one accident or occurrence or series of accidents or occurrences arising out of one event, regardless of the number of claims arising therefrom. All "Property Damage" arising out of a continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one accident or occurrence. The limits of "Bodily Injury" liability and "Property Damage" liability stated in the Liability Declarations as "aggregate each policy year" are the total limits of the Insurer's liability for all damages arising out of the "Products Hazard" and "Completed Operations Hazard" in any one policy year. All such damages arising out of one prepared or acquired lot of goods or products shall be considered as arising out of one accident or occurrence.

(b) Under Coverage A.3

\$5,000 is the limit of the Insurer's liability in respect of any one accident or occurrence for all expenses incurred by or on behalf of each person who sustains "Bodily Injury", including death resulting therefrom.

(c) Under Coverage A.4

The limit of the Insurer's liability for loss of property arising out of any one accident or occurrence, shall not exceed the least of:

- i) the actual cash value of the property at the time of loss;
- ii) what it would then cost to repair or replace the property with other of like kind and quality; or
- iii) the limit of \$2,000.

Under Coverage A.4 the Insurer may pay for the loss in money, or may repair or replace the property and may settle any claim for loss of property either with the Named "Insured" or the owner thereof. Any property so paid for or replaced shall, at the option of the Insurer, become the property of the Insurer.

3. NOTICE OF ACCIDENT OR OCCURRENCE

When an accident or occurrence takes place, written notice shall be given by or on behalf of the "insured" to the Insurer or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the "insured" and all reasonably obtained information respecting the time, place and circumstances of the accident or occurrence, the names and addresses of the injured persons and of available witnesses.

4. NOTICE OF CLAIM OR SUIT-COVERAGE A.1, A.2

If claim is made or suit is brought against an "insured", the "insured" shall immediately forward to the Insurer every demand, notice, summons or other process received by him or his representatives.

5. ASSISTANCE AND COOPERATION OF THE INSURED-COVERAGE A.1, A.2

The "insured" shall cooperate with the Insurer and, upon the Insurer's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and the conduct of suits.

The "insured" shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident or occurrence.

6. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM-COVERAGE A.3

As soon as practicable, the "insured" shall arrange for the injured person or someone on his behalf to give to the Insurer written proof of claim, under oath if required, and at the request of the Insurer execute authorization to enable the Insurer to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Insurer when and as often as the Insurer may reasonably require. The insurer may pay the injured person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability.

7. PROOF AND PAYMENT OF LOSS-COVERAGE A.4

As soon as practicable, but not later than 60 days after the loss, the "insured" shall file proof of loss with the Insurer, under oath if required, setting forth the interest of all persons in the property affected, the actual cash value thereof at time of loss, and the amount, place, time and cause of such loss. Upon the Insurer's request, the "insured" and any interested person shall exhibit the damaged property to the insurer and produce for the Insurer's examination all pertinent records and sales invoices, all at such reasonable times and places as the insurer shall designate, and shall cooperate with the insurer in all matters pertaining to loss or claims with respect thereto.

8. ACTION AGAINST INSURER-COVERAGE A.1, A.2

No "action" shall lie against the insurer unless, as a condition precedent thereto, the "insured" shall have fully complied with all the terms of this coverage, nor until the amount of the "insured's" obligation to pay shall have been finally determined either by Judgment against the "insured" after actual trial or by written agreement of the "Insured", the claimant and the Insurer.

9. ACTION AGAINST INSURER-COVERAGE A.3, A.4, A.5

No "action" shall lie against the insurer unless, as a condition precedent thereto, there shall have been full compliance with all terms of this coverage, nor until 60 days after the required proofs of claims have been filed with the Insurer.

10. OTHER INSURANCE

If, at the time of an accident or occurrence covered by this coverage there is any other insurance which would attach if this insurance had not been effected, the "insured" under this coverage shall be liable only for the excess, if any, of any loss over the applicable limit of the other insurance covering such loss.

11. PREMIUMS

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

SEE ALSO STATUTORY CONDITIONS 1,3,4,5 and 15 OF THIS POLICY.