

COVERAGE H5 - OWNER'S CONSTRUCTION LIABILITY ENDORSEMENT

(To be used only with Your Mutual Farm Insurance Policy)

If the Declaration Page indicates that this coverage has been purchased and subject to the Additional Conditions, Limitations and Exclusions in this endorsement, the Company agrees to extend Section 5 Liability Coverage as follows:

INSURING AGREEMENTS

1. PREMISES LIABILITY

To include legal liability for Bodily Injury or Property Damage arising from the construction of a building at the premises as described on the Declaration Page while the Named Insured is acting as general contractor, including;

- (a) operations performed for the Named Insured by his Employees or independent contractors;
- (b) acts or omissions of the Named Insured or his Employees in connection with the general supervision of the operations of independent contractors arising from construction activities covered by this endorsement.

This insurance does not apply to:

- (a) Bodily Injury or Property Damage occurring after
 - (1) all work (other than service, maintenance or repairs) to be performed by or on behalf of the Named Insured at the site of the operations has been completed, or
 - (2) that portion of an independent contractor's work out of which the Bodily Injury or Property Damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- (b) Property Damage to property as to which the Insured is for any purpose exercising physical control;
- (c) Loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
 - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured.

2. EMPLOYEES AS ADDITIONAL INSURED

To include Employees as Additional Insureds, only while engaged in the construction activities described on the Declaration Page.

This insurance does not apply to

- (a) Bodily Injury to (i) another Employee of the Named Insured arising out of or in the course of his employment or (ii) the Named Insured or if the Named Insured is a partnership or joint venture, any partner or member thereof, or (iii) any person who at the time of injury is entitled to benefits under any worker's compensation law, or

- (b) Property Damage to Property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (i) another Employee of the Named Insured, or (ii) the Named Insured, or, if the Named Insured is a partnership or joint venture, any partner or member thereof.

3. **EMPLOYERS LIABILITY**

To include legal liability for Bodily Injury caused by accident sustained by any person and arising out of and in the course of their employment by the Named Insured only while engaged in the construction activities described on the Declaration Page.

This insurance does not apply to Bodily Injury resulting from the acts or omissions of, or Bodily Injury sustained by, any person employed by the Named Insured in violation of the law as to age.

4. **VOLUNTARY COMPENSATION**

TO PAY VOLUNTARILY THE BENEFITS herein set out either to or on behalf of an Employee of the Named Insured on account of Bodily Injury including death resulting therefrom, accidentally suffered by such Employee and arising out of and in the course of his employment by the Named Insured, whether or not such Bodily Injury could give rise to liability imposed by law upon the Named Insured.

PROVIDED HOWEVER:

- (1) That if the injured Employee or any person claiming by, through or under him shall refuse to accept the Voluntary Compensation benefits offered under the provisions of the preceding paragraph, then the Company shall be permitted, at any time in its discretion and without notice, to withdraw such offer to pay the said benefits under which circumstances the Company will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any suit instituted against the Named Insured for damages for such injuries, such claim, demand or suit shall be considered a refusal to accept such Voluntary Compensation benefits and such refusal shall abrogate in its entirety the Company's agreement to pay such Voluntary Compensation benefits. In such event the obligation of the Company as expressed in the other parts of the policy having reference thereto, shall be available to the Named Insured and shall be and remain the obligation of the Company as fully and completely as if this form had not been written.
- (2) That the benefits herein contained shall not be payable unless at the time of the accident the employee was engaged in duties coming within the scope of the classification of operations stated on the Declaration Page.
- (3) That a full legal release of all claims of such Employee or any person claiming by, through or under him, against the Named Insured is executed and delivered and that the Company be subrogated in any rights of such employee or person (excluding all services available under any Hospital Insurance Act) against anyone other than the Insured and/or that such rights be transferred to the Company.
- (4) That the Company shall in no event be liable hereunder for any claims arising from hernia, however caused.
- (5) That the company shall in no event be liable hereunder for any claims arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, evolution, insurrection or military power.

ADDITIONAL DEFINITIONS OF COVERAGE H5

The word "Employee" when used in this endorsement shall also mean a person acting as a volunteer in the construction activities described on the Declaration Page.

The term "Weekly Indemnity" referred to in this endorsement shall mean two-thirds of the Employee's weekly wage at the date of the accident but not exceeding in any event the sum of \$200 per week.

When the Employee is a volunteer the "Weekly Indemnity" shall be the sum of \$100 per week.

SCHEDULE OF BENEFITS

Section 1 - LOSS OF LIFE:

In the event of death resulting from such Bodily Injury within a period of twenty-six (26) weeks after the date of the accident the Company will pay:

- (a) to dependents of the said employee who were wholly dependent upon him, an amount equal to one hundred (100) times the weekly indemnity in addition to the benefits provided under Section 1 up to the date of death.
- (b) the actual funeral expenses not exceeding, however, the sum of one thousand dollars (\$1000.00).

Section 2 - TEMPORARY TOTAL DISABILITY:

If such Bodily Injury shall within fourteen (14) days from the date of the accident totally and continuously disable the Employee and prevent him from performing any and every duty pertaining to any occupation or employment the Company will pay Weekly Indemnity for the period of such disability, or for twenty-six (26) weeks whichever is the lesser period.

Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section shall be payable for the first seven (7) days of such disability.

Section 3 - PERMANENT TOTAL DISABILITY:

If within twenty-six (26) weeks from the date of the accident and as a direct result of such Bodily Injury the Employee shall be deemed permanently and totally disabled, by medical evidence satisfactory to the Company, the Company will pay, in addition to the benefits provided under Section 2, Weekly Indemnity for a further period of one hundred (100) weeks.

Section 4 - DISMEMBERMENT BENEFITS

If such Bodily Injury shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the "Schedule of Incapacities" the Company will pay Weekly Indemnity for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section 2, but in no event shall it be payable in addition to the benefits provided by Sections 1 and 3.

The total amount payable under this Section for one or more incapacities shall not exceed one hundred (100) times the Weekly Indemnity.

**SCHEDULE OF INCAPACITIES
LOSS or TOTAL IRRECOVERABLE LOSS of USE of:**

DIVISION A No. of Weeks

1. Arm		
(a)	at or above elbow.....	100
	or	
(b)	below elbow.....	80
	or	
2.	Hand at wrist.....	80
	or	
3.*(i)	Thumb	
(a)	at or above the second phalangeal joint.....	25
	or	
(b)	below the second phalangeal joint, involving a portion of the second phalange.....	18
* (ii)	Index Finger	
(a)	at or above the second phalangeal joint.....	25
	or	
(b)	at or above the third phalangeal joint.....	18
	or	
(c)	below the third phalangeal joint, involving a portion of the third phalange.....	12
* (iii)	Any Other Finger	
(a)	at or above the second phalangeal joint.....	15
	or	
(b)	at or above the third phalangeal joint.....	8
	or	
(c)	below the third phalangeal joint, involving a portion of the third phalange.....	5

NOTE: For a combination of two or more of the incapacities marked with an * the total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.

DIVISION B

1. Leg		
(a)	at or above knee.....	100
	or	
(b)	below knee.....	75
	or	
2.	Foot at Ankle.....	75
	or	
3.+(i)	Great Toe	
(a)	at or above the second phalangeal joint.....	15
(b)	below the second phalangeal joint, involving a portion of the second phalang.....	8
+ (ii)	Any other Toe	
(a)	at or above the second phalangeal joint.....	10
	or	
(b)	at or above the third phalangeal joint.....	5

- or
- (c) below the third phalangeal joint, involving a portion of the third phalange..... 3

NOTE: For a combination of two or more of the incapacitates marked with a + the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.

DIVISION C

- | | | | |
|----|------|----------------|-----|
| 1. | (i) | One eye..... | 50 |
| | | or | |
| | (ii) | Both eyes..... | 100 |

DIVISION D

- | | | | |
|----|------|---------------------------|-----|
| 2. | (i) | Hearing of one ear..... | 25 |
| | | or | |
| | (ii) | Hearing of both ears..... | 100 |

Section 5 - MEDICAL SURGICAL, DENTAL, PHARMACEUTICAL AND HOSPITAL EXPENSES:

If such Bodily Injury shall necessitate medical or surgical treatment or confinement to hospital, the Company will pay IN ADDITION TO ALL OTHER BENEFITS provided by this Form:

- (a) the cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical 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), in accordance with the scale of charges provided by the Workers' Compensation Act of the Province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
- (b) the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

Special Condition

The Company shall have the right to examine the person of the injured Employee when and as often as may be required while the claim is pending and also in the case of death of the injured Employee to make an autopsy subject to any law of the Province relating to autopsies.

Nothing herein contained shall be held to vary, waive or extend any of the Declarations, conditions, agreements or limitations of the policy to which this Form is attached, other than as above stated.

ADDITIONAL CONDITIONS OF COVERAGE H5

Policy Territory

This insurance applies only to Bodily Injury and Property Damage which occurs within the province of the building under construction as specified on the Declaration Page.

Cancellation

Upon cancellation, the premium for this endorsement as stated on the Declaration Page shall be fully earned.

Subrogation

In the event of any payment under this endorsement, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

ADDITIONAL EXCLUSIONS OF COVERAGE H5

- (a) liability assumed by the Named Insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty that work performed by an independent contractor will be done in a workmanlike manner;
- (b) liability arising out of the consumption, handling or use of goods or products manufactured, sold handled or distributed by the Named Insured if such consumption, handling or use occurs away from the premises of the Named Insured after the Named Insured has relinquished possession of the goods or products.
- (c) liability as a result of blasting or the collapse of or structural injury to any building or structure due to excavation, moving, shoring, underpinning, raising or removal of any structural supports of any building.
- (d) any obligation for which the Named Insured or the Company may be held liable under any Workers' Compensation law.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED