

Prairie and Forest Fire Fighting Expenses Endorsement

- Form AP436

This Endorsement modifies insurance provided under the Comprehensive Agricultural Liability Form wording to which it is attached.

- 1 Paragraph 1. Insuring Agreement of SECTION 1 – COVERAGES – COVERAGE A. BODILY INJURY and PROPERTY DAMAGE LIABILITY is extended to include costs and expenses for controlling and extinguishing forest and prairie fires which you are legally obligated to pay under the provisions of any applicable provincial or territorial law, ordinance or regulation.
- 2 The Limits of Insurance shown in the Declarations as applicable to the Comprehensive Agricultural Liability Coverage Form do not apply with respect to coverage provided by this endorsement. Only the Limits of Insurance shown in the Declarations as applicable to this form – Prairie & Forest Fire Fighting Expenses Endorsement apply to coverage provided by this endorsement.
- 3 With respect only to coverage provided by this endorsement, SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:

SECTION III – LIMITS OF INSURANCE

- 1 The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:**
 - a Insureds;
 - b Claims made or "actions" brought; or
 - c Persons or organizations making claims or bringing "actions".
- 2 The Prairie & Forest Fire Fighting Expenses Endorsement - Aggregate Limit is the most we will pay for all such costs and expenses insured hereunder.**
- 3 Subject to 2 above the Prairie & Forest Fire Fighting Expenses Endorsement - Each Occurrence Limit is the most we will pay for such costs and expenses arising out of any one "occurrence".**

The Prairie & Forest Fire Fighting Expenses Endorsement - Aggregate Limit shall apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limit of Insurance.

For the purpose of determining the limits of insurance for coverage provided by this endorsement, any act, error or omission together with all related acts, errors or omissions which legally obligate you to pay costs and expenses for controlling and extinguishing forest and prairie fires under the provisions of any applicable provincial or territorial law, ordinance or regulation in connection with one forest and prairie fire will be considered one "occurrence".

4 Deductible

- a Our obligation under the coverage provided by this endorsement to pay costs and expenses on your behalf applies only to the amount of costs and expenses in excess of the deductible amount shown in the Declarations and the Prairie & Forest Fire Fighting Expenses Endorsement - Each Occurrence Limit will be reduced by the amount of such deductible. The Prairie & Forest Fire Fighting Expenses Endorsement - Aggregate Limit shall not be reduced by the application of the deductible amount.
 - b The deductible amount applies to all costs and expenses as the result of any one claim.
 - c The terms of this insurance, including those relating to:
 - (i) Our right and duty to defend any "action" seeking those costs and expenses; and
 - (ii) Your duties in the event of an "occurrence", claim or "action";apply irrespective of the application of the deductible amount.
 - d We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- 5 With respect only to coverage provided by this endorsement, SECTION V – DEFINITIONS is amended as follows:**

- a The definition of "coverage territory" is deleted and replaced by the following:
"Coverage territory" means Canada.

6 With respect only to coverage provided by this endorsement:

- a Any costs and expenses for controlling and extinguishing forest and prairie fires which you are legally obligated to pay under the provisions of any applicable provincial or territorial law, ordinance or regulation shall be deemed to be "compensatory damages" and "property damage".
- b Any act, error or omission which legally obligates you to pay costs and expenses for controlling and extinguishing forest and prairie fires under the provisions of any applicable provincial or territorial law, ordinance or regulation shall be deemed to be caused by an "occurrence".

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM, ALL TERMS, CONDITIONS AND PROVISIONS OF THE POLICY TO WHICH THIS FORM IS ATTACHED SHALL HAVE FULL FORCE AND EFFECT.