



SEED GROWERS MIXING FORM

CLAIMS MADE BASIS

In return for payment of the premium and if there is an amount of insurance for Seed Growers Mixing Form shown on the Coverage Summary Page, we agree with you to provide the insurance described in this form and subject to the terms and conditions set out.

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown on the Coverage Summary Page. The words "we", "us" and "our" refer to *My Mutual Insurance*.

This Insurance is subject to all the terms and conditions of the policy, and indemnifies the Insured against any claim or claims made against the Insured during the period stated on the Coverage Summary Page:

1. For failure of the seed sold by you to conform to the variety or quality specified or to be suitable for the purpose specified by reason of any negligent act, error or omission by you or your employees in the conduct of your business;
2. For failure of seed sold by you to conform to the variety specified by you if it was purchased by you in compliance with applicable Federal and Provincial seed laws, rules and regulations or from a member in good standing of a recognized seed grower's association upon affidavit of the member that the seed is of the specified variety and was grown by him, or certified by appropriate governmental authority;
3. For failure of seed sold by you to conform to the variety and quality specified when sold by you in unopened packages, which you received from a supplier who is a member in good standing of a recognized seed dealer's association;
4. By reason of any negligent act, error or omission by you or your employees arising out of the processing of seed by you for or on behalf of others where no sales of seed made;
5. By reason of you contracting with others to grow seed for yourself, or from you contracting to grow seed for others, or from your sale of any seed so grown;

Provided always that we shall not be liable for any claims unless the amount of claim exceeds the deductible amount stated on the Coverage Summary Page. This stated amount shall be deducted from each claim and borne by you at your own risk and we shall only be liable for loss in excess of the stated amount.

SECTION II – DEFINITIONS

"Claim" shall mean all claims made against you by one person, firm or corporation resulting from a single sale to one ultimate user of one variety of seed.

"Seed" or "Seeds" shall include seeds, bulbs, plants, roots, tubers or other similar means of plant propagation.

"Lot" shall be definite quantity of seed identified by a lot number as prescribed by and in accordance with statutes and regulations requiring seed to be identified by lot.

"Insured" shall include any partner, and any officer or director thereof, if the Insured is a corporation.

"Policy Year" shall mean the period of Insurance stated on the Coverage Summary Page.

SECTION III – EXCLUSIONS

This Insurance shall not indemnify you in respect of any claim made against you:

1. brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission by you or any employee of yours;
2. for, or which can be settled for, the purchase price of defective seed sold by you, or for replacement seed;
3. brought about or contributed to by the sales by you of any seeds not harvested during the most recent harvest season of such seeds, except seeds which by custom of the trade are carried over to the following seasons and for which a germination test have been made within allowable statutory periods prior to the sale of such seed by you;
4. for damages in consequence of bodily injuries to or death of any person;
5. for damage to or destruction of the property of any person;
6. brought about or contributed to by the transmission to plants other than those grown from such seeds, of any disease, rust, wilt, fungus or insects or larvae or eggs thereof by seeds sold by you;
7. by reason of any indemnification, hold harmless and/or contractual agreement, written or oral, entered into by you with another person, firm or corporation other than the standard limitation of warranty used in the seed trade.

SECTION IV – CONDITIONS

1. The liability of the Insurer hereunder shall not exceed in the aggregate for any and all claims made against the Insured in any one policy year “the sum Insured” stated in the Coverage Summary Pages except that in addition, subject to the provisions contained herein, the insurer will pay their share, if any, of the costs and expenses incurred with the insurer’s consent in the defense of any claim in excess of the deductible and covered by this Insurance. In the event that the Insurer has made loss payment or payments equal to the total amount of the said sum insured hereunder for claims made against the Insured during any one policy year, they shall have no further liability in respect to other claims made against the insured during such policy year, either for costs and expenses incurred or otherwise.
2. The Insured shall defend or settle as it may see fit all claims not in excess of the deductible and shall pay all costs and expenses incurred with respect thereto if the insurer has not exercised control over such defense or settlement.
3. (a) The Insured, as a condition precedent to its right to be indemnified under this Insurance, shall give to the Insurer immediate notice in writing of any claim made against it which is covered by this Insurance and which exceeds or appears likely to exceed the amount of the deductible and shall give to the Insurer such information with respect to such claim as the Insurer may reasonably require.
(b) The Insured shall not without the Insurer’s written consent admit liability for or settle any such claim for an amount in excess of the deductible. In the event the claims cannot be disposed of within the deductible and the insurer consents to the defense of the claim, the insurer shall be entitled to direct the defense, but the insured shall render all reasonable co-operation and assistance. The Insured and the Insurer shall share the costs (except office expenses and salaries of the Insured’s employees) thereafter incurred in the defense of the claim as follows:
 - (i) If the claim is disposed of without loss payment or if the amount required to dispose of the claim is equal to or less than the deductible, the Insured shall pay such costs up to the amount of the difference between the deductible and the amount, if any, paid to dispose of the claim, and the Insurer shall pay all such costs in excess of such amount;
 - (ii) If the amount required to dispose of the claim is more than the deductible, the Insurer shall bear such proportion of such costs as the amount of indemnity payable hereunder in respect to such claim bears to the total amount required to dispose of such claim.
4. The Insurer may at any time, by paying the amount of their limit of liability as stated herein plus their share of costs, if any, incurred up to such time, be relieved of any further liability under this Insurance with respect to the claim or claims in respect to which such payment is made. If such payment or payments are equal to the aggregate limit of the Insurer’s liability as stated herein, the Insurer shall have no further liability under this Insurance during the remainder of that policy year;
5. This Insurance does not cover any liability arising from seed sold during the period covered by an expired policy, there is coverage only if the renewal is of like insurance issued by the same Insurer. In any event there is no insurance applicable to claims presented which may arise resulting from any sales made prior to the effective date of this Insurance. If the Insurer cancels this Insurance, any claim made against the Insured within one year after the effective date of cancellation hereof by reason of any sale of seeds by the Insured made before such cancellation hereof shall be deemed for the purpose of this insurance to have been made during the subsistence hereof.
6. The initial premium hereunder shall be a deposit only and shall be based upon the anticipated sales of the Insured for the period of this insurance. As soon as practicable after the termination of this Insurance the Insured shall report to the Insurer the gross amount of sales. The actual earned premium for the period of this Insurance shall be computed on the basis of each \$1,000.00 of sales (and receipts from seed processing or growing seeds on contract for others). If the total earned premium exceeds the deposit premium hereunder the Insured shall immediately pay the difference to the Insurer; if less, the Insurer shall refund the difference to the Insured, except that the Insurer shall receive and retain for the Insurance period (except in the event of cancellation by the Insurer) not less than the minimum premium stated. Any authorized representative of the Insurer shall have the right and opportunity to examine the books and records of the Insured as respects such sale at any time during the Insurance period or within one year thereafter. The render of any estimate or statement or the making of any previous settlement shall not bar such examination nor the Insurer’s right to any additional premium developed by such examination.
7. This Insurance does not cover any liability of the Insured which is insured or would, but for the existence of this Insurance, be insured by any other Insurance except in respect of any excess beyond the amount which would have been payable under such other Insurance had this Insurance not been effected.
8. It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within Canada and will comply with all requirements necessary to give such jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in such suit may be made upon the person or persons specified for

the purpose in the said Declaration, and that in any suit instituted against any one of them upon this Insurance the Insurer will abide by the final decision of such court or of any Appellate Court in the event of an appeal. The above-mentioned person or persons are authorized and directed to accept service of process on behalf of the Insurer in any such suit and/or upon the Insured's request to give written undertaking to the Insured that they will enter a general appearance upon the Insurer's behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any province, territory or district of Canada which makes provision therefor, the Insurer hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the state or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any lawful action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of Insurance, and hereby designate the above mentioned as the person to whom the said officer is authorized to mail such process or true copy thereof.

9. This Insurance may be cancelled on the short rate basis set out below at any time at the written request of the Insured. This Insurance may also be cancelled, with or without the return or tender of the unearned premium, by or on behalf of the Insurer by delivering to the Insured, or by sending to the Insured by registered, certified or other first class mail at the address of the head Office of the Insured stated in the said Declaration, not less than 15 days written notice stating when cancellation shall be effective, and in such case the Insurer shall refund the paid premium less the earned portion thereof on demand. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.
10. In the event that the Insurer become liable for payment of loss under this Insurance, the Insurer shall be subrogated to the amount of such liability to all rights of the Insured against any person, firm or corporation arising from transactions concerning the seed as to which claim was made against the Insured, and the Insured shall do everything which may be necessary to secure to the Insurer such rights.
11. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the aforesaid settlement, and all necessary adjustments shall be made by the parties hereto; provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the amount of such salvages or recoveries has been ascertained.
12. If the Insured shall make any claim knowing the same to be false, or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited.