

Voluntary Compensation (Employer's Liability) Extension (Farm Liability)

This Endorsement Changes the Policy. Please Read it Carefully.

Attached to and forming part of The Farm Liability Form LF02.

1. Insuring Agreement

The Insurer agrees, subject to the exclusions of the Employers' Liability Extension attached to and forming part of this Form, to pay voluntarily the benefits herein set out either to or on behalf of an "employee" of the Insured on account of "bodily injury" including death resulting there from, accidentally suffered by such "employee" and arising out of and in the course of his employment by the Insured, whether or not such "bodily injury" could give rise to liability imposed by law upon the Insured;

Provided however:

- (a) 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 Insurer 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 Insurer will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any "action" instituted against the Insured for damages for such injuries, such claim, demand or "action" shall be considered a refusal to accept such voluntary compensation benefits and such refusal shall abrogate in its entirety the Insurer's agreement to pay such voluntary compensation benefits. In such event the obligation of the Insurer as expressed in other parts of the Policy having reference thereto shall be available to the Insured and shall be and remain the obligation of the Insurer as fully and completely as if this Form had not been written;
- (b) 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 description of operations stated in the Declarations;
- (c) That a full release of all claims of such "employee" or any person claiming by, through or under him, against the Insured is executed and delivered and that the Insurer shall 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 Insurer;
- (d) That the Insurer shall in no event be liable hereunder for any claims arising from hernia, however caused.

2. Definition

The term "weekly indemnity" referred to in this Form shall mean two-thirds of the "employee's" weekly wage at the date of the accident.

3. Schedule of Benefits

Section I – Loss of Life

In the event of death resulting from "bodily injury" within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:

- (a) to dependants 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 II up to the date of death;
- (b) the actual funeral expenses not exceeding, however, the sum of five hundred (\$500) dollars.

Section II – 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 Insurer 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 II shall be payable for the first seven (7) days of such disability.

Section III – 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 Insurer, the Insurer will pay, in addition to the benefits provided under Section II, weekly indemnity for a further period of one hundred (100) weeks.

Section IV – 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 Insurer 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 II, but in no event shall it be payable in addition to the benefits provided by Sections I and III.

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

Schedule of Incapacities:

Incapacity	No. of Weeks	Incapacity	No. of Weeks
Loss or total irrecoverable loss of use of:		Loss or total irrecoverable loss of use of:	
Arm (a) at or above elbow; or (b) below elbow	100 80	Leg (a) at or above knee; or (b) below knee	100 75
Hand at wrist	80	Foot at ankle	75
* Thumb: (a) at or above the second phalangeal joint; or (b) below the second phalangeal joint involving a portion of the second phalange	25 18	+ Great toe: (a) at or above the second phalangeal joint; or (b) below the second phalangeal joint involving a portion of the second phalange	15 8
* Index Finger: (a) at or above the second phalangeal joint; or (b) at or above the third phalangeal joint; or (c) below the third phalangeal joint, involving a portion of the third phalange	25 18 12	+ Any other toe: (a) at or above the second phalangeal joint; or (b) at or above the third phalangeal joint; or (c) below the third phalangeal joint, involving a portion of the third phalange	10 5 3
* Any other finger: (a) at or above the second phalangeal joint; or (b) at or above the third phalangeal joint; or (c) below the third phalangeal joint, involving a portion of the third phalange	15 8 5	Sight of one eye Sight of two eyes Hearing of one ear Hearing of both ears	50 100 25 100

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

+ For a combination of two or more of the incapacities marked with a +, the total amount payable shall not exceed thirty-five (35) times the weekly indemnity.

Section V – Medical, Surgical, Dental, Pharmaceutical and Hospital Expenses

If such “bodily injury” shall necessitate medical or surgical treatment or confinement to hospital, the Insurer 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 Workmen’s 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 Insurer 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 and Agreements or Limitations of the policy to which this Form is attached, other than as stated above.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.