PROTECTION POINT SERVICE PLANS INC./ REGIMES
PROTECTION POINT INC. (ADMINISTRATOR)
PO Box 129LD
Delta, BC. V4K 3N6
www.protectionpoint.ca

ASSURANT®

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA (INSURER)
5000 Yonge Street, Suite 2000
Toronto, Ontario. M2N 7E9

Commercial Equipment Service Warranty
Declaration Page

POLICY HOLDER:	POLICY NUMBER:
BEAMISH FARMS LTD. PO BOX 2127 STN MAIN LLOYDMINSTER SK S9V 1R6	26UW2400305

FINANCIER:	PURCHASE DATE:
	6/11/2026

SELLING DEALER:	POLICY PREMIUM:
Horizon AG & Turf Ltd. Box 10039 - Highway 16 West, Range Road 14 Lloydminster AB T9V 3A2	$4,597.00 (not including taxes)

COVERED EQUIPMENT PROGRAM: JOHN DEERE EQUIPMENT TYPE: Used

Year	Manufacturer	Type	Model	Machine Hours at Purchase Date	Serial #	Maximum Limit of Liability
2024	JOHN DEERE	COMBINE HEADER	HDR50	500	1H0HD50RTR0830164	$63,000.00

COVERAGE DETAILS

Coverage Description	Policy Term	Policy Effective Date	Policy Expiry Date
TTM-PREMIER Deductible $0.00	Not to exceed 36 months OR 1250 total machine hours, whichever comes first	6/11/2026 12:01am standard time at the location of the Policy Holder OR 500 machine hours, whichever comes first.	6/11/2029 12:01am standard time at the location of the Policy Holder OR 1250 machine hours, whichever comes first.
Endorsement: Eligible Travel Time and Mileage will be reimbursed at the dealers posted travel time rate at the time of the failure and the dealers mileage rate at the time of the failure up to a maximum of $750 and 1 trip per claim 1 trip per day and $1500 in total during all coverage periods.			
Coverage Description	**Policy Term**	**Policy Effective Date**	**Policy Expiry Date**
PREMIER Deductible $0.00	Not to exceed 36 months OR 1250 total machine hours, whichever comes first.	6/11/2026 12:01am standard time at the location of the Policy Holder OR 500 machine hours, whichever comes first.	6/11/2029 12:01am standard time at the location of the Policy Holder OR 1250 machine hours, whichever comes first.
Endorsement: NIL			

TRAVEL TIME & MILEAGE (TTM) BENEFIT - If you have chosen this optional coverage, this coverage is tied to the equipment service warranty and to the TTM limit(s) noted above under COVEAGE DETAILS. The TTM benefit only applies on covered equipment warranty failures and is limited to one (1) round trip per claim and one (1) round trip per day regardless of the number of claims. The benefit is also subject to the Deductible indicated under COVERAGE DETAILS. TTM is provided to offset the cost of having a representative of the Service Centre travel to the Covered Equipment in the field, or the cost of hauling the Covered Equipment to the Authorized Service Centre. TTM costs considered: the Service Centre's posted travel time rate and the posted kilometer rate at the time of failure.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

This Equipment Service Warranty Policy is underwritten by American Bankers Insurance Company of Florida (ABIC).
For the purposes of the *Insurance Companies Act (Canada)*, this Policy was issued in the course of ABIC's insurance business in Canada.

ABIC, its subsidiaries, and affiliates carry on business in Canada under the name of Assurant®.
®Assurant is a registered trademark of Assurant, Inc.

COMMERCIAL EQUIPMENT SERVICE WARRANTY TERMS AND CONDITIONS

This Policy is underwritten by American Bankers Insurance Company of Florida (the "Insurer") and distributed by the Selling Dealer. The Policy provides the coverage described within for the Covered Equipment as stated on the Declaration Page.

DEFINITIONS

1. **Administrator** means Protection Point Service Plans Inc., the service provider arranged by the Insurer to provide claims payment and administrative services under the Policy.
2. **Authorized Service Centre** means any franchised equipment dealer authorized by the manufacturer of the Covered Equipment stated on the Declaration Page, or the persons or organizations authorized by the Insurer to perform services under this Policy.
3. **Claim** means a claim for reimbursement made by an Authorized Service Centre on behalf of the Policy Holder as a result of a Failure.
4. **Policy** means the Commercial Equipment Service Warranty sold by the Administrator to the Policy Holder through the Selling Dealer, in return for a payment. The Policy consists of the Declaration Page, Terms and Conditions, and applicable Master Parts Schedule.
5. **Policy Term** means the period commencing on the effective date or effective hours, whichever occurs first, and ending on the expiration date or expiration hours, whichever occurs first, as set forth in the Declaration Page.
   a) For Equipment classified as NEW on the Declaration Page, coverage under the Policy begins upon the expiration of any applicable manufacturer's standard warranty period, including any applicable manufacturer's extended warranty, unless otherwise noted on Declaration Page and ends on the earlier of: the expiration date of the Policy, or the date on which the Covered Equipment has been operated for the maximum number of total machine hours specified on the Declaration Page under the Policy.
   b) For Equipment classified as USED on the Declaration Page, Coverage under the Policy starts on the effective date of the Policy and ends on the earlier of: the expiration date of the Policy, or the date on which the covered Equipment has been operated for the maximum number of machine hours specified on the Declaration Page under the Policy.
6. **Covered Breakdown** means any failure of the Covered Equipment due solely to defective materials or workmanship necessitating repair or replacement of Covered Parts in accordance with the terms and conditions of this Policy.
7. **Covered Claim** means a claim reimbursement made under this Policy as authorized by the Insurer. All Covered Claims will be payable in Canadian dollars.
8. **Covered Equipment** means the equipment described in the Declaration Page.
9. **Covered Parts** means the components and parts listed in the included Master Parts Schedule, which are not specifically excluded, for the level of coverage set forth in the Declaration Page.
10. **Declaration Page** means the first page of this Policy.
11. **Deductible** means the amount the Policy Holder must pay for covered repairs as identified on the Declaration Page.
12. **Dollars** or **$** mean Canadian dollars.
13. **Failure, or Failed** means the sudden and unforeseen mechanical breakdown of a Covered Part arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed, not excluded from coverage under this Policy.
14. **Limits of Liability** means the most that the Insurer will pay for any one Covered Claim and for all covered Claims, in the aggregate, as provided on the Declaration Page.
15. **OEM** means Original Equipment Manufacturer. The Covered Equipment manufacturer is stated on the Declaration Page.
16. **Policy Holder, You or Your** means the purchaser of this Policy as stated on the Declaration Page or an assignee thereof as expressly permitted hereunder; who shall be domiciled in Canada.
17. **Selling Dealer** means the authorized retailer of this Policy to the Policy Holder for the Covered Equipment as described on the Declaration Page.

LIMITS OF LIABILITY

1. Per Covered Claim: The Insurer shall not pay more than the Maximum Limit of Liability as stated on the Declaration Page, for repair, replacement and all other obligations under this Policy for any Covered Claim.
2. Aggregate: The Insurer shall not pay more than the Maximum Limit of Liability amount as stated on the Declaration Page or $1,000,000 total dollars, whichever is less, for all Covered Claims under this Policy.

DEDUCTIBLE

1. One deductible will apply to each reported Failure, unless the Policy specifies otherwise on the Declaration Page.
2. Any transportation, travel, or other expenses will not be credited toward any applicable deductible, unless the Policy specifies otherwise on the Declaration Page.

TERRITORY

Coverage under the Policy applies, exclusively to Equipment sold and registered by authorized Selling Dealers in Canada and operated in Canada and in the Continental United States of America.

TERMS & CONDITIONS

The scope and effectiveness of the Policy is hereby limited exclusively to the Terms and Conditions and Master Parts Schedule expressed herein, and the Policy Holder's compliance with the terms and conditions of this Policy shall be a condition precedent to the Insurer's obligation to make any payment hereunder.

1. For a Claim to be eligible for reimbursement under the Policy, the Policy Holder is required to:
   a. Perform all required maintenance on the Covered Equipment, at the recommended intervals specified in the Covered Equipment OEM operator's manual, and presented to the Insurer, upon request, proof of such maintenance, satisfactory to the Insurer.
   b. Operated the Covered Equipment exclusively within its rated capacity as specified in the Covered Equipment OEM operator's manual.
   c. Promptly reported to an Authorized Service Centre any problems with respect to the performance of the Covered Equipment and have the Equipment available for repair in a timely manner.
   d. Use all reasonable means to protect the Covered Equipment from further damage when a Failure occurs.
   e. Pay for travel expenses associated with the repair of the Covered Equipment, unless the Policy specifies otherwise on the Declaration Page.
   f. Approve exploratory dismantling of the Covered Equipment if necessary to diagnosis a Failure, and agree to accept all charges for exploratory dismantling if, as a result of such dismantling, the Insurer determines that there has not been a Failure within the scope of coverage under the Policy.
   g. Settle directly with the Authorized Service Centre at the time of repair for any additional costs not covered hereby, or in excess of the terms of this Policy.
2. Coverage under the Policy is limited to repairs to the Covered Equipment in accordance with the terms and conditions set out herein in consequence of a request for reimbursement authorized by the Insurer for failure, due to defects in Covered Parts listed on the Master Parts Schedule, that occurs
   a. During the Policy Term, however, Failure due to pre-existing conditions or Failures that occurred prior to the effective date, referenced on the Declaration Page, are not eligible for reimbursement;
   b. After the expiration of the term of any applicable manufacturer's standard warranty period, or any applicable manufacturer's extended warranty, in respect of such Covered Equipment; and
   c. In respect of defects in the Covered Equipment arising after such expiration.
3. Coverage under the Policy is limited to reimbursement of the cost of parts and labour for repairs, approved by the Insurer, and made by an Authorized Service Centre, for authorized Failures due to a defect in material or workmanship.
4. Coverage under the Policy applies to the exploratory dismantling of the Covered Equipment only in the event of an approved failure by the Insurer.
5. Labour hours for repairs will be approved as deemed reasonable by the Insurer.

6. The Authorized Service Centre forwarding the documentation on Policy Holder's behalf will be deemed to have authority to receive payment directly for the cost of repair and/or replacement.
7. For a Claim to be eligible for reimbursement, the following procedures must be adhered to:
   a. If parts are needed to effect an authorized repair, the Insurer requires the use of genuine OEM parts and, when offered, the use of genuine OEM remanufactured parts, unless prior written authorization of the Insurer is given; such parts shall be covered exclusively under any separate Replacement Parts Warranty while it remains in effect, and only thereafter under the Policy.
   b. The Authorized Service Centre must open a work order on the date of notification of a problem with the Covered Equipment.
   c. All requests for reimbursement must be submitted to the Insurer within 45 consecutive days from the last day parts related to the eligible Failure were installed, as shown on the technician's time ticket on the work order, not the date the work order was closed. Requests for reimbursement beyond this time limit will be denied.
   d. All required information shall be provided on the reimbursement request form at time of claim submission.
   e. All faulty parts from the Failure must be retained for inspection by the Insurer until final settlement of the claim has been made. Faulty parts from the Failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the Failure and secondary damages shall be provided to the Insurer within 30 days of request.
   f. All resubmitted claims, regardless of the reason, must be resubmitted within 60 consecutive days from the date on which the original settlement of the claim was made by the Insurer. After that time period the claim will stand as processed.
   g Disputed claim settlements must be resolved within 60 consecutive days from the date on which the offer of settlement of the claim was made by the Insurer. After that time period the claim will stand as processed.
8. Any dispute between the Policy Holder and the Insurer in respect of a payment due the Policy Holder or the Insurer under the Policy shall be referred to a panel of three (3) unrelated Authorized Service Centres for review. The ruling shall be determined by the judgment decided by the majority of the chosen Service Centres. If resolve is not achieved by this process, the dispute shall be referred to an arbitrator, in the Province from which the Claim arises, in accordance with the regulations of that Province.
9. If the Insurer pays for repairs related to a Claim under this Policy and the Policy Holder or Authorized Service Centre is also repaid for the same repairs by someone else, the Insurer, in its sole discretion, may require the Policy Holder or the Authorized Service Centre to reimburse the Insurer up to the amount that the Insurer paid for the repairs. The Insurer shall have no liability for any amount paid by a third party to the Policy Holder or to an Authorized Service Centre in respect to a repair covered under this Policy.
10. In connection with any Covered Breakdown, the Insurer shall be entitled to undertake in the name and on behalf of the Policy Holder, the conduct, control and settlement of any proceedings as its own expense and for its own benefit but in the name of the Policy Holder to recover compensation or secure indemnity from any third party in respect of anything covered under this Policy.
11. The remedies of having a defect in material or workmanship repaired, or having defective materials replaced, at an Authorized Service Centre under the terms and conditions of the Policy are the Policy Holder's exclusive remedies under the Policy and are in lieu of any other remedy or remedies otherwise available.
12. This Policy does not preclude the Policy Holder from exercising their Policyual, legal or statutory rights as a customer of the equipment retailer nor their rights under the initial manufacturer's warranty.
13. The Policy gives the Policy Holder specific legal rights and the Policy Holder may also have other rights, which may vary, from Province to Province.
14. The terms and conditions set out herein supersede and replace any and all agreements, representations, understandings, and terms and conditions whatsoever made by any party whatsoever prior to the issuance hereof to the Policy Holder and contain the entire understanding of the Policy Holder, and all other parties named herein, with respect to the subject matter hereof. The unenforceability of any term or condition set out herein shall not be construed to limit the enforceability of any other term or condition set out herein. The waiver or non-enforcement by a party named herein, other than the Policy Holder, of a right, requirement, term or condition set out herein shall not operate in law or in equity to prevent such party from later enforcing such or similar rights, requirements, terms or conditions.
15. No person, Selling Dealer or agent may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Insurer. Any accommodation made to the Policy Holder by any party shall not constitute a waiver, modification or extension of the terms and conditions of the Policy as expressed herein.
16. No changes may be made to the Policy unless approved by the Insurer in writing.
17. Only the Insurer has any liability in respect of payment requests made of the Insurer under the Policy.
18. The Policy shall be interpreted for all purposes in accordance with the laws of Canada.

EXCLUSIONS

The following exclusions and limitations shall apply to the Policy:

1. The Insurer is not responsible for:
   i. Failure to any part reasonably believed to be caused by, or resulting from the Failure of a part not listed on the Master Parts Schedule, including any resulting damage to a listed part.
   ii. Failures resulting from improper repair, use of non-authorized OEM parts or remanufactured parts that are not authorized by the Insurer.
   iii. Failures arising from the use of attachments unless the Policy states otherwise.
   iv. The cost of initial setup or installation of any optional equipment or attachments to the Covered Equipment.
   v. The cost of removing optional equipment or attachments including, but not limited to: loaders, duals, and tanks, unless the Policy states otherwise.
   vi. The cost of normal maintenance services including, but not limited to: checks, adjustments, shimming, engine tune-ups, replacement of fuses, engine fuel system cleaning, replacing filters, cleaning, setting, or replacement of components due to fuel contamination, normal wear and/or low pressure, or repair of corrosion, decay and deterioration.
   vii. Incidental or consequential damages which include but are not limited to: lost crops, lost Policys, lost income, fines, theft , attempted theft, fire, vandalism or collisions involving the Covered Equipment.
   viii. Implied warranties of merchantability and fitness for a particular purpose.
   ix. The Insurer does not offer, nor provide the Policy Holder any warranty, expressed or implied, for any component, or other item, that is separately warranted by such part's OEM.
   x. For any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon. The Policy does not guarantee days or time of service.
   xi. Reduced performance or efficiency of Covered Equipment.
   xii. Loss or damage to Covered Equipment or Covered Parts directly resulting from pressure waves caused by aircraft or aerial devices traveling at sonic or supersonic speeds.
2. The Policy shall not cover the Covered Equipment with respect to Failures due to:
   i. Failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual, failure to properly maintain the Covered Equipment, improper use of the Covered Equipment, operation of the Covered Equipment beyond its rated capacity, operating conditions, or specifications, non-compliance with instructions provided by the manufacturer to prevent such Failure.
   ii. Misuse, deterioration due to improper storage, weathering, abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside the Covered Equipment manufacturer's specifications, illegal or improper speeding/over speeding/racing, improper starting, warm-up, or shutdown practices, use of incorrect or contaminated fuel, oil or other fluids, or continued operation of impaired Covered Equipment.
   iii. Physical damage, fraud, accident, road hazard, vandalism, riot, theft, attempted theft and other perils listed within these exclusions.

3. Coverage under the Policy shall not extend to:
   i. Normal maintenance parts and service including, but not limited to: breathers, external O-rings and bonded washers, loose fittings and connections, chaffed or rubbed hydraulic hoses or wiring harnesses, lubricated joints, pins and bushings, replenishment of oils, lubricants, coolants, and filters; however, lubricants, filters, and coolants may qualify for reimbursement under the Policy if they require replacement as a direct result of a covered Failure;
   ii. the replacement of parts, items and accessories not fully functional due to normal wear and tear,
   iii. Costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
   iv. Comfort items including, but not limited to: weather stripping, carpets and floor mats, paint, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and struts, radios/cd/mp3 players, and seats, unless otherwise listed on the Master Parts Schedule;
   v. Repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;
   vi. Equipment, parts or components covered by an OEM, repair facility or other warranty, extended warranty, extended service Policy, field campaign, service letter, or recall policy, OEM epidemic failure;
   vii. Travel costs associated with transporting Covered Equipment to and from the location of repair, unless the Policy specifies otherwise on the Declaration Page;
   viii. Charges for labour performed by an unauthorized Service Centre;
   ix. Repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Covered Equipment;
   x. Costs for overtime labour charges or out-of-shop expenses without prior written authorization of the Insurer;
   xi. Economic loss, including, but not limited to: lost profits, crop loss, or cost of Equipment rental;
   xii. The cost of cleaning the Covered Equipment in preparation for a repair;
   xiii. Loss or damage of the Covered Equipment during shipment;
   xiv. Claims involving Covered Equipment damaged in transit or handling and subsequently sold as "salvage" Equipment,
   xv. Items used for repairs, including, but not limited to: solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
   xvi. Claims in respect of a complete assembly, if the combined cost of parts and labour to repair the assembly are 70% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Insurer;
   xvii. Claims in respect of the inspection or reconditioning of the Covered Equipment;
   xviii. Any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a covered Failure;
   xix. Diagnosis, except according to published OEM labour time schedules or as deemed reasonable by the Insurer. The Authorized Service Centre is responsible for properly diagnosing eligible Failures using a qualified, factory trained technician, fully utilizing the resources available to them from the OEM;
   xx. Repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
   xxi. Ensuing loss arising from a Failure, including, without limitation, such loss caused by fire, oil or water/coolant;
   xxii. Failure due to tampering with, adjustments or additions of components to, or replacements for the Covered Equipment, when such actions could contribute to increasing the published horsepower rating of any engine-powered Covered Equipment;
   xxiii. Repairs beyond those required to correct a Failure, or parts/items replaced solely at the Policy Holder's preference.
4. The Policy does not provide coverage in respect of any agricultural tractor used in a scraper, earthmoving or non-agricultural application for which the Policy Holder receives compensation unless such tractor is designated by its manufacturer as suitable for such application. A Policy Holder using a scraper on his own farm to level land for agricultural crop preparation may use an agricultural tractor in such application for not more than (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will make such tractor ineligible for further coverage under the Policy. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for coverage under the Policy: site preparation, excavation, pond/lagoon-building and forestry applications.
5. Further General Exclusions:
   i. Liability for bodily injury or property damage caused directly or indirectly by failure or malfunction of the Covered Equipment or any part or by any other cause. Any and all third party damages or claims including, but not limited to: bodily injury, property damage, or Policyual liability, arising out of a Covered Breakdown or the use and operation of the Covered Equipment.
   ii. Loss or damage resulting from external causes such as but not limited to: damages resulting from a collision with any object, or from fire, flooding, sand, dirt, windstorm, hail, earthquake, an Act of God, or damage from exposure to weather conditions.
   iii. Loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from: ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
   iv. Loss, damage, cost, expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
   v. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Policy Holder.
   vi. Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a meansfor inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

TO UPGRADE COVERAGE

The Policy Holder may upgrade the scope of the Policy coverage applicable to the Covered Equipment if it is classified as "New" on the Declaration Page, by selecting a higher coverage option at any time during the manufacturer's standard warranty period applicable to such Covered Equipment, by returning to the Selling Dealer to complete the upgrade request. Any upgrade will be at the sole discretion of the Insurer and activated with the issuance of a revised Policy document and full payment to the Insurer of any additional premium.

TRANSFER

A. Any unexpired portion of this Policy may be transferred once to a subsequent owner of the Covered Equipment. To complete a transfer the Named Policy Holder must:

i. Return to the Selling Dealer stated on the Declaration Page to complete the transfer and to pay a transfer fee of $100.00 (plus taxes). The Named Policy Holder's signature will be required.
ii. The Selling Dealer will submit the applicable transfer forms to the Administrator and pay the transfer fee.
iii. The transfer is considered complete when the Selling Dealer delivers an updated Policy to the subsequent Policy Holder.

B. If the Named Policy Holder does not wish to transfer this Policy with the trade-in or sale of the Covered Equipment, they can cancel the Policy as stated below but they must do so before they trade-in or sell the equipment.
C. If the Named Policy holder does not request a transfer or cancellation at the time they sell or trade-in the equipment, the subsequent legal owner of the Covered Equipment may contact the Administrator to request a transfer of the benefits under this Policy. Proof of legal ownership of the equipment will be required and any transfer will be at the sole discretion of the Insurer.
D. This Policy may not be transferred to another piece of Equipment.

CANCELLATION OF POLICY

A. A "Free Look" period lasting 10 days immediately following the purchase date of the Policy as stated on the Declaration Page, is provided on all policies **NEW** and **USED**. The Policy Holder may cancel the Policy during the Free Look period for a refund of the full premium by returning to the Selling Dealer within 10 days of the purchase date as stated on the Declaration Page and completing a cancellation request.
B. If the Covered Equipment type is described as **USED** on the Declaration Page, the Policy Holder may cancel the Policy before expiry for any reason:
   i. after the Free Look period, by providing no less than 15 days' notice, unless otherwise prohibited by law, and returning to the Selling Dealer to complete a cancellation request. A prorated refund of the premium based on the higher of the elapsed days of coverage and the elapsed hours of coverage from the Policy Effective Date as stated on the Declaration Page, less an administration fee of $100 (plus taxes) and any claims paid, may be returned.
C. If the Covered Equipment type is described as **NEW** on the Declaration Page, the Policy Holder may cancel the Policy before expiry for any reason:
   i. after the Free Look period by returning to the Selling Dealer anytime before coverage under this Policy activates on the Policy Effective Date, as stated on the Declaration Page, and completing a cancellation request. The full premium less a $100 administration fee (plus taxes) will be returned; or
   ii. after coverage under this Policy has been activated, by providing no less than 15 days' notice, unless otherwise prohibited by law, and returning to the Selling Dealer to complete a cancellation request. A prorated refund of the premium based on the higher of the elapsed days of coverage and the elapsed hours of coverage from the date the coverage under the Policy was activated, less an administration fee of $100 (plus taxes) and any claims paid, may be returned.
D. If the Covered Equipment is unrecovered, destroyed or totaled, during the Policy Term, the Policy Holder may cancel this Policy for a potential premium refund as described herein.
E. Cancellation requests made by an entity other than the Policy Holder or the Financier, if applicable, are not eligible for premium refund.
F. If the purchase of this Policy was financed as noted on the Declaration Page, and the finance agreement is still active, the Financier has the authority to:
   i. refuse a request by the Policy Holder to cancel this Policy;
   ii. accept a request by the Policy Holder to cancel this Policy and claim any refund resulting from the cancellation; or
   iii. cancel this Policy in the event the Covered Equipment is a total loss or has been legally repossessed by the Financier. The Financier must provide written notice of such loss or repossession to the Administrator. Any potential premium refund will be returned to the Financier.

TERMINATION OF INSURANCE

A. This Policy shall terminate immediately and the Insurer's obligations hereunder shall cease in the event that:
   i. The Policy Holder does not remit full payment of the agreed upon premium in the agreed upon time.
   ii. The covered equipment is removed from Canada or the Continental United States of America.
   iii. Coverage under this Policy shall be void if any portion of the manufacturer warranty stated on the Declaration Page under existing Warranty is voided or altered without prior authorization of the Insurer.
   iv. The Covered Equipment is modified or altered, except with the prior written consent of the Insurer or at the direction of the manufacturer of the Covered Equipment and documentation of the change is provided to the Insurer.
   v. The hour meter of the Covered Equipment is changed or altered, other than by an authorized OEM dealership at the direction of the manufacturer of the Covered Equipment, and documentation of the change is provided to the Insurer.
   vi. The fuel or hydraulic system of the Covered Equipment is changed or altered, without the prior written consent of the Insurer.
   vii. The Covered Equipment is used in any application for which the machine was not designed to be used by the OEM.
   viii. The Covered Equipment is salvaged, lost or stolen, junked, or totaled.
   ix. If any Claim under this Policy is fraudulent in any respect, all benefits under this Policy will be forfeited.
   x. Intentional misrepresentation has occurred on the coverage application form/ transfer from, as to the type of Equipment or application(s) for which the Covered Equipment will be used.
   xi. The Covered Equipment is identified as Gray Market Equipment, without prior written authorization from the Insurer.

B. This Policy may be terminated by the Insurer for any reason, giving to the Policy Holder 15 days-notice of termination by registered mail or 5 days written notice of termination personally delivered if:
   i. The Insurer shall refund the excess of premium actually paid by the Policy Holder over the pro-rata premium for the expired time, but, in no event shall the pro-rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
   ii. The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
   iii. The 15 days mentioned commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the Policy is void as to any property in relation to which the misrepresentation or omission is material.

PROPERTY OF OTHERS

The Insurer in not liable for loss or damage to property owned by a person other than the Policy Holder unless otherwise specifically stated in the Policy, or the interest of the Policy Holder in that property is stated in the Policy.

CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or change of title by succession, by operation of law, or by death.

MATERIAL CHANGE IN RISK

A. The Policy Holder must promptly give notice in writing to the Insurer or its agent of a change that is a) material to the risk, and b) within the control

and knowledge of the Policy Holder.

B. If an Insurer or its agent is not promptly notified of a change under subparagraph 1 of this condition, the Policy is void as to the part affected by the change.

C. If an Insurer or its agent is notified of a change under subparagraph 1 of this condition, the Insurer may a) terminate the contact in accordance with Termination of Insurance or b) notify the Policy Holder in writing that, if the Policy Holder desires the Policy to continue in force, the Policy Holder must, within 15 days after receipt of the notice, pay to the Insurer and additional premium specified in the notice.

D. If the Policy Holder fails to pay an additional premium when required to do so under subparagraph 3b of this condition, the Policy is terminated at that time and Termination of Insurance 2a applies in respect of the unearned portion of the premium.

FRAUD

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required invalidates the claim of the person who made the declaration.

LEGAL ACTION

Every action or proceeding against an Insurer for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the time set out in the *Insurance Act, Limitations Act* or other applicable legislation in Your province or territory.

BRITISH COLUMBIA RESIDENTS

Disclosure Notice Under the British Columbia Financial Institutions Act.

The British Columbia Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to a customer at the time of providing a service or product.

- This transaction is between You and the Insurer.
- In arranging the transaction described above, the Selling Dealer is representing the Insurer
- Upon completion of this transaction, the Selling Dealer will be remunerated by way of fee paid out of the purchase price of the Policy

NOTICE

A. Written notice to the Insurer may be delivered at, or sent by registered mail to, the Administrator.

B. Written notice to the Policy Holder may be personally delivered at, or sent by registered mail addressed to, the Policy Holder's last known address as provided to the Insurer by the Policy Holder.

PRIVACY POLICY

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your personal information outside Your province in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling 1-888-778-8023 or from their website: www.assurant.ca/privacy-policy. If You have any questions or concerns regarding the privacy policy, the purposes and means for which Your information is being collected, Your rights, Your options for refusing or withdrawing Your consent to the use of Your personal information, You may call the Insurer at the number listed above.

IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the Administrator at 1-888-952-5511. The Administrator will do their best to resolve Your concern or complaint. If for some reason the Administrator is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to the Insurers Compliants Liason Officer. You may obtain detailed information for the Insurer's resolution process by calling the Adminisrator at the number listed below or at: www.assurant.ca/customer-assistance

ADMINISTRATOR CONTACT INFORMATION

PROTECTION POINT SERVICE PLANS INC / REGIMES PROTECTION POINT INC.
Mailing Address: PO Box 129LD Delta BC Canada V4K 3N6
Courier Address: 5048 47A Ave Delta BC Canada V4K 1T8
Toll Free: 1-888-952-5511
www.protectionpoint.ca

ALBERTA and BRITISH COLUMBIA
STATUTORY CONDITIONS

The following Statutory Conditions provided in Section 540 of the *Insurance Act* (Alberta), and Section 29 of the *Insurance Act* (British Columbia) are deemed to be part of this Policy. In the event of any conflict or inconsistency between the terms of the Policy and the terms and conditions set out in this section, the terms and conditions set out in this section will govern and control.

Misrepresentation

1 If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the Policy is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2 The Insurer is not liable for loss or damage to property owned by a person other than the Policy Holder unless
- a. otherwise specifically stated in the Policy, or
- b. the interest of the Policy Holder in that property is stated in the Policy.

Change of interest

3 The Insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act Canada* or a change of title by succession, by operation of law or by death.

Material change in risk

4(1) The Policy Holder must promptly give notice in writing to the Insurer or its agent of a change that is
- a. material to the risk, and
- b. within the control and knowledge of the Policy Holder

4(2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the Policy is void as to the part affected by the change.

4(3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
- a. terminate the Policy in accordance with Statutory Condition 5, or
- b. notify the Policy Holder in writing that, if the Policy Holder desires the Policy to continue in force, the Policy Holder must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.

4(4) If the Policy Holder fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the Policy is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

Termination of Policy

5(1) The Policy may be terminated,
- a. by the Insurer giving to the Policy Holder 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- b. by the Policy Holder at any time on request.

5(2) If the Policy is terminated by the Insurer, (a) the Insurer must refund the excess of premium actually paid by the Policy Holder over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the Policy, and (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

5(3) If the Policy is terminated by the Policy Holder, the Insurer must refund as soon as practicable the excess of premium actually paid by the Policy Holder over the short rate premium for the expired time specified in the Policy, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the Policy.

5(4) The 5-day period referred to in subparagraph (l)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Policy Holder's postal address.

Requirements after loss

6(1) On the happening of any loss or damage to Policy Holder property, the Policy Holder must, if the loss or damage is covered by the Policy, in addition to observing the requirements of Statutory Condition 9,
- a. immediately give notice in writing to the Insurer,
- b. deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the Policy Holder property verified by statutory declaration
  - i. giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
  - ii. stating when and how the loss occurred, and if caused by fire or explosion due
  - iii. to ignition, how the fire or explosion originated, so far as the Policy Holder knows or believes,
  - iv. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Policy Holder,
  - v. stating the amount of other insurances and the names of other Insurers,
  - vi. stating the interest of the Policy Holder and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - vii. stating any changes in title, use, occupation, location, possession or exposure
  - viii. of the property since the Policy was issued, and (vii) stating the place where the Policy Holder property was at the time of loss.
- c. if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- d. if required by the Insurer and if practicable,
  - i. produce books of account and inventory lists,

ii. furnish invoices and other vouchers verified by statutory declaration, and
iii. furnish a copy of the written portion of any other relevant Policy.

6(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7 Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made

a. by the agent of the Policy Holder if
   i. the Policy Holder is absent or unable to give the notice or make the proof, and
   ii. the absence or inability is satisfactorily accounted for, or
b. by a person to whom any part of the insurance money is payable, if the Policy Holder refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9(1) In the event of loss or damage to Policy Holder property, the Policy Holder must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property Policy Holder under the Policy, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

9(2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Policy Holder under subparagraph (1) of this condition.

Entry, control, abandonment

10 After loss or damage to Policy Holder property, the Insurer has (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and (b) after the Policy Holder has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
   i. without the Policy Holder's consent, the Insurer is not entitled to the control or possession of the Policy Holder property, and
   ii. without the Insurer's consent, there can be no abandonment to it of the Policy Holder property.

In case of disagreement

11(1) In the event of disagreement as to the value of the Policy Holder property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Act whether or not the Policy Holder's right to recover under the Policy is disputed, and independently of all other questions.

11(2) There is no right to a dispute resolution process under this condition until
   a. a specific demand is made for it in writing, and
   b. the proof of loss has been delivered to the Insurer.

When loss payable

12 Unless the Policy provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

Replacement

13(1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild or replace the Policy Holder property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

13(2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14(1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.

14(2) Written notice to the Policy Holder may be personally delivered at, or sent by registered mail addressed to the Policy Holder's last known address as provided to the Insurer by the Policy Holder

<u>See applicable Master Parts Schedule</u>

EXTENDED SERVICE PROTECTION PLAN

MASTER PARTS SCHEDULE

NEW

COMBINE HEADERS

This coverage must be purchased seperately from, but in conjuntion with, the main machine coverage. The header can only be used with the corresponding machine to keep the coverage in effect.

This plan provides coverage for the components listed below when a failure occurs due to a defect in material or workmanship, and may provide coverage for additional components not listed when the damage is caused by or resulting from a covered failure of a listed component.

PREMIER COMPONENTS COVERED

Auger	Hydraulic Cylinders
Drapers Rollers	Hydraulic Motors
Driveshaft and U-Joints	Hydraulic Pumps
Electronic Control Boxes	Hydraulic Valves
Gearboxes	Wiring Harness and Sensors

This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. Further, this plan excludes coverage for any failure as a result of rubbing, chafing, loose or corroded connections or fittings, or any other physical damage. See the Terms and Conditions document for complete plan details and exclusions.