

AGRICULTURAL PROPERTY COVERAGE

FARM BUILDINGS AND/OR BUILDING EQUIPMENT – NAMED PERILS FORM

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Certain words and phrases that appear in bold have special meaning as defined in the DEFINITIONS Section.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

INDEMNITY AGREEMENT

1. In the event that any of the insured property is physically lost or physically damaged during the policy period by an insured peril, the Insurer will indemnify the **Insured** against the direct physical loss or direct physical damage so caused to an amount not exceeding whichever is the least of:

- 1.1. the value of the physically lost or physically damaged property as determined in the **BASIS OF VALUATION** Section of the **SPECIAL PROVISIONS**;
- 1.2. the interest of the **Insured** in the property;
- 1.3. the amount of insurance specified in the Declaration Page(s) for the physically lost or physically damaged property.

The inclusion of more than one **Insured** or interest shall not increase the Insurer's liability.

2. **INSURED PROPERTY**

This Form insures those of the following items for which an amount of insurance is specified in the Declaration Page(s), and only while at the **premises**:

Farm Building(s)

Building Equipment

Farm Building(s) including its/their **Building Equipment**

3. **INSURED PERILS**

Except as otherwise provided in the **EXCLUSIONS** section, this Form insures against direct physical loss or direct physical damage to insured property caused by the following perils:

- 3.1. FIRE OR LIGHTNING;
- 3.2. EXPLOSION of natural, coal or manufactured gas;
- 3.3. IMPACT BY AIRCRAFT, SPACECRAFT OR AUTOMOBILE: The terms "aircraft" and "spacecraft" include articles dropped therefrom. There shall in no event be any liability for loss or damage caused:
 - 3.3.1. to aircraft, spacecraft or **automobile** causing the loss;
 - 3.3.2. by any aircraft or spacecraft when being taxied or moved inside or outside of a **farm building**.
- 3.4. RIOT, VANDALISM OR MALICIOUS ACTS:

The term "riot" includes open assemblies of strikers inside or outside the **premises** who have quitted work and of locked-out employees. There shall in no event be any liability for loss or damage:

 - 3.4.1. due to cessation of work or by interruption to process or business operations, or by change in temperature;
 - 3.4.2. due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under sub-paragraph 3.2. EXPLOSION hereinabove;
 - 3.4.3. due to theft or attempted theft;
- 3.5. SMOKE due to a sudden, unusual and faulty operation of any stationary furnace, heating unit or cooking unit. This peril does not include smoke from fireplaces, smoke from agricultural smudging or industrial operations. There shall in no event be any liability for any cumulative damage;
- 3.6. LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT;
- 3.7. WINDSTORM OR HAIL:

This Form does not insure loss of or damage:

 - 3.7.1. to **building equipment** unless damage occurs concurrently with and results from an opening caused by windstorm or hail;
 - 3.7.2. directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence or landslip;
 - 3.7.3. to wooden silos, wind turbines, greenhouses, tunnels and to **building equipment** inside such buildings;
 - 3.7.4. to all other property outside of **farm buildings** except:
 - 3.7.4.1. realty fixtures attached and belonging to such **farm buildings**; or
 - 3.7.4.2. permanently installed yard fixtures;
- 3.8. FALLING OBJECT:

Means a falling object which strikes the exterior of a **farm building** or creates an opening damaging **building equipment**. This insurance does not insure loss or damage arising from snowslide, landslide or any other earth movement;
- 3.9. THEFT OR ATTEMPTED THEFT, with respect to **building equipment**.

EXCLUSIONS

1. **EXCLUDED PROPERTY**

Except as provided under the **EXTENSIONS OF COVERAGE** Section, this Form does not insure loss or damage caused directly or indirectly to:

- 1.1. **VACANCY**

property at locations which, to the knowledge of the **Insured**, are vacant, unoccupied or shut down for more than thirty (30) consecutive days. This exclusion does not apply to property that is usual to seasonal farming operations use.
- 1.2. **ELECTRICAL DEVICES, APPLIANCES OR WIRING**

electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion.
- 1.3. **OUTSIDE GROWING PLANTS, TREES, SHRUBS, LAWNS OR FLOWERS**

growing plants, trees, shrubs, lawns or flowers, all while outside the **farm building**.

- 1.4. **LIVESTOCK**
livestock.
- 1.5. **MONEY, PRECIOUS METALS AND SECURITIES**
money, digital currency, **cash cards**, bullion, platinum, precious metals and alloys, securities, stamps, tickets and tokens, or evidence of debt or title.
- 1.6. **AUTOMOBILES, WATERCRAFT, AIRCRAFT, SPACECRAFT**
automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property and their spare parts.
- 1.7. **FURS AND JEWELLERY**
furs, fur garments, jewels, jewellery, watches, pearls, precious and semi-precious stones.
- 1.8. **PROPERTY INSURED UNDER THE TERMS OF ANY MARINE INSURANCE**
property insured under the terms of any Marine Insurance or property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation.
- 1.9. **PROPERTY NOT IN THE INSURED'S CUSTODY**
property from the time of leaving the **Insured's** custody if it is:
 - 1.9.1. loaned unless specified in the Declaration Page(s); or
 - 1.9.2. rented or leased to others, unless specified in the Declaration Page(s); or
 - 1.9.3. sold by the **Insured** under conditional sale or instalment payment or other deferred payment plan.
 This exclusion applies even if the sale was made as a result of fraud or subterfuge.
 This exclusion does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the **Insured**.
- 1.10. **PROPERTY ILLEGALLY ACQUIRED, PROPERTY SEIZED OR CONFISCATED**
 - 1.10.1. property illegally acquired, kept, stored or transported;
 - 1.10.2. property seized or confiscated for breach of any law or by order of any public authority. This exclusion shall not apply to any property lawfully seized or confiscated for the purpose of destruction at the time of fire for the prevention of the spread of such fire.
- 1.11. **PRESSURE VESSELS AND BOILERS**
 - 1.11.1. any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
 - 1.11.2. any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);
 caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use;
This exclusion (1.11.) does not apply to:
 - 1.11.1. manually portable gas cylinders;
 - 1.11.2. explosion of natural, coal or manufactured gas;
 - 1.11.3. explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere.
- 1.12. **INSURED PROPERTY IN THE CUSTODY OF A SALES REPRESENTATIVE**
insured property in the custody of a sales representative of the **Insured** outside the **premises**.
- 1.13. **ROADWAYS, WALKWAYS, PARKING LOTS**
roadways, walkways, parking lots or other exterior paved surfaces.
- 1.14. **CORRALS, FENCES AND PADDOCKS**
corrals, fences and paddocks.
- 1.15. **HYDRO/UTILITY POLES, TRANSMISSION LINES AND SOLAR PANELS**
hydro/utility poles and transmission lines, and **solar panels**, owned by the **Insured** and located on the **premises**, unless specified in the Declaration Page(s).
 However, loss or damage to **hydro/utility poles and transmission lines**, and **solar panels** due to artificially generated electrical currents, including arcing, remain excluded. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion.
- 1.16. **DUNG WATER, SEPTIC TANKS, MANURE STORAGE OR HOLDING TANKS**
dung water, septic tanks, manure storage or holding tanks unless they form an integral part of the foundation walls of the **farm building(s)** insured under this Form.
- 1.17. **FARM EQUIPMENT**
farm equipment.
- 1.18. **FARM PRODUCTS AND PROCESSED FARM PRODUCTS**
farm products and **processed farm products**.
- 1.19. **PROPERTY PERTAINING TO OTHER COMMERCIAL BUSINESSES**
property pertaining to a commercial business, profession or occupation other than farming, unless specifically described in the Declaration Page(s).

2. EXCLUDED PERILS

Except as provided under the **EXTENSIONS OF COVERAGE** Section, this Form does not insure against increased costs, loss or damage, caused directly or indirectly:

- 2.1. **WAR**
in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- 2.2. **NUCLEAR INCIDENT**
 - 2.2.1. by any nuclear incident (as defined in the *Nuclear Liability and Compensation Act*, SC 2015, c. 4, s. 120, any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
 - 2.2.2. by contamination by radioactive material.

2.3. LOSS OR DAMAGE CAUSED BY PRESSURE VESSELS, BOILERS

by explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the **Insured**:

- 2.3.1. the portions containing steam or water under pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
- 2.3.2. piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
- 2.3.3. other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
- 2.3.4. moving or rotating machinery or its parts;
- 2.3.5. any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other insured property that has been damaged by such explosion;
- 2.3.6. gas turbines.

The following are not explosions within the intent or meaning of this paragraph:

- 2.3.7. electric arcing or any coincident rupture of electrical equipment due to such arcing;
- 2.3.8. bursting or rupture caused by hydrostatic pressure or freezing;
- 2.3.9. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

This exclusion (2.3.) does not apply to loss or damage caused by resultant fire.

2.4. BY-LAWS

proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

2.5. DISAPPEARANCE

- 2.5.1. by mysterious disappearance;
- 2.5.2. by shortage of **building equipment** or disclosed on taking inventory.

3. POLLUTION EXCLUSION

This Form does not insure against:

- 3.1. loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting **clean up. This exclusion does not apply:**
 - 3.1.1. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** is directly caused by an insured peril not otherwise excluded in this Form; or
 - 3.1.2. to loss or damage caused directly by a resultant insured peril not otherwise excluded in this Form.
- 3.2. cost or expense for by any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

4. DATA AND DATA PROBLEM EXCLUSION

- 4.1. this Form does not insure **data**;
- 4.2. this Form does not insure loss or damage caused directly or indirectly by a **data problem**;
sub-paragraph 4.2. does not apply to loss or damage caused directly by resultant fire, explosion of natural, coal or manufactured gas, smoke, **leakage from fire protective equipment** or water damage caused by bursting of frozen pipes and tanks.

5. TERRORISM EXCLUSION

This Form does not insure loss or damage caused directly or indirectly, in whole or in part:

- 5.1. by **terrorism**; or
- 5.2. by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

6. FUNGI AND SPORES EXCLUSION

This Form does not insure:

- 6.1. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores**, unless such **fungi** or **spores** are directly caused by an insured peril not otherwise excluded by this Form;
- 6.2. the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.

7. FAULTY OR IMPROPER MATERIAL, WORKMANSHIP, DESIGN EXCLUSION

This Form does not insure the cost of making good faulty or improper:

- 7.1. material;
- 7.2. workmanship;
- 7.3. design;

This exclusion (7.) does not apply to loss or damage caused directly by a resultant insured peril not otherwise excluded in this Form.

8. OTHER EXCLUDED LOSSES

This Form does not insure loss of or damage to property insured caused directly or indirectly:

- 8.1. DISHONEST OR CRIMINAL ACT
 - 8.1.1. by any dishonest or criminal act committed by the **Insured** or any agent of the **Insured**, acting alone or in collusion with others (except bailees for hire);
 - 8.1.2. by theft or attempted theft committed by any employee of the **Insured**, acting alone or in collusion with others;
 - 8.1.3. by any dishonest or criminal act committed by anyone, except as stated in 8.1.2., when the **Insured** or any agent of the **Insured** knew or ought to have known prior to the loss or damage, of the dishonest or criminal act.

8.2. WEAR AND TEAR, DEFECTS

8.2.1. by wear and tear;

8.2.2. by rust or corrosion;

8.2.3. by gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

This exclusion (8.2.) does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form.

8.3. DRUG

8.3.1. by any **drug operations**;

8.3.2. by any activity or decision of a government agency or other entity to prevent, respond to or terminate **drug operations**;

where the **Insured** or any agent of the **Insured** knew or ought to have known of the **drug operations** prior to the loss or damage. Unless the **Insured** or any agent of the **Insured** already knows that loss or damage has occurred, this exclusion does not apply if, upon becoming aware of **drug operations**, the **Insured** or any agent of the **Insured** immediately notifies the police and the Insurer.

EXTENSIONS OF COVERAGE

If a loss is covered by several coverages or extensions of coverage that are identical, similar or of the same nature, whether in this form or in another form or endorsement attached to this Policy, resulting in duplication of coverage, only the coverage with the highest limit shall apply. When direct physical loss or direct physical damage gives rise to the application of more than one distinct coverage, all of such coverages may apply.

The following Extensions of coverage are being offered and are not subject to the **CO-INSURANCE CLAUSE** under the **SPECIAL PROVISIONS** section of this Form, unless otherwise stated in a specific Extension of coverage.

1. EXTENSIONS OF COVERAGE INCLUDED IN THE AMOUNTS OF INSURANCE

The following Extensions of coverage shall not increase the amounts of insurance stated in the Declaration Page(s) and are being offered on a named perils basis only.

1.1. LANDSCAPING

1.1.1. The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to growing plants, trees, shrubs, lawns or flowers, not held for sale and part of a decorative landscaping, outside the **farm building**, caused directly by theft, attempted theft or named perils, except when caused by windstorm or hail.

1.1.2. This Extension of Coverage includes the expenses related to the removal of damaged plants, trees, shrubs, lawns or flowers and planting costs and is limited to a maximum recovery of:

1.1.2.1. \$500 for each growing plant, tree, shrub or flower;

1.1.2.2. \$500 for the entire lawn area;

subject to a limit of \$25,000 in respect of any one occurrence.

1.2. SIGNS AND OTHER OBJECTS FOR COMMERCIAL IDENTIFICATION

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to signs and other objects for commercial identification located outside the **farm building**, caused directly by an insured peril, up to a maximum recovery of \$5,000 in respect of any one occurrence.

1.3. PERSONAL PROPERTY OF OFFICERS, EMPLOYEES AND VOLUNTEERS

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to personal property of officers, employees and volunteers of the **Insured**, which, for the purpose of this Extension of Coverage only, is also considered as **building equipment**. This Extension of Coverage:

1.3.1. shall apply to any part of the property not insured by its owner, unless the **Insured** is obliged to insure it or is liable for its direct physical loss or direct physical damage;

1.3.2. shall apply only to direct physical loss or direct physical damage occurring at each Location described in the Declaration Page(s) and, at any newly acquired location;

1.3.3. is, in any event, limited to a maximum recovery of \$1,000 in respect of any one officer, employee or volunteer.

1.4. SALVAGE

The insurance provided by this Form is extended to cover expenses related to the prevention or protection of the **building equipment** in order to mitigate or prevent direct physical loss or direct physical damage to such **building equipment**, arising from an insured peril.

Reimbursement of expenses shall be paid by the Insurer according to the amount of insurance remaining after payment of the loss (notwithstanding the reinstatement clause provided elsewhere in this Policy). This Extension of Coverage also includes reasonable transportation expenses incurred during the preventive removal of such **building equipment**, without increasing the amount of insurance.

This Extension of Coverage shall take effect at the time of removal and shall cease:

1.4.1. when the **building equipment** has returned to its original location, but not exceeding a period of thirty (30) consecutive days following such removal;

1.4.2. at the inception of more specific insurance insuring the **building equipment** moved to another building; or

1.4.3. at the expiry date of this Policy;

whichever occurs first.

1.5. BUILDING EQUIPMENT TEMPORARILY LOCATED IN THE RESIDENCE OF THE NAMED INSURED

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to **building equipment** used in farming operations, including maple syrup operations, while such **building equipment** is inside a building located on the **premises** or at the residence of the **Insured** described in the Declaration Page(s).

This Extension of coverage is limited, in respect of any one occurrence, to the lesser of \$25,000 or 15% of the amount of insurance stated in the Declaration Page(s) applicable to Farm Building(s) and/or Building Equipment.

1.6. IMPLOSION OF MILK COOLING TANK

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to a milk cooling tank resulting from a negative pressure (implosion) accidentally created inside the tank, up to a maximum recovery of \$1,000 in respect of any one occurrence.

This Extension of Coverage also insures, where applicable, costs for opening the walls of the **farm building** to make the replacement of the tank.

This Extension of Coverage does not apply to loss or damage specifically covered under Equipment Breakdown insurance.

1.7. FUEL TANKS OR PUMPS

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage directly caused to fuel tanks or pumps, fuel tank stands and liquified petroleum or manufactured gas stored on the **premises**, but only with respect to damage caused directly by water damage or named perils. This Extension of Coverage is limited to a maximum recovery of \$5,000 in respect of any one occurrence.

1.8. CORRALS, FENCES AND PADDOCKS

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to corrals, fences or paddocks, resulting directly from fire, lightning or impact by aircraft, spacecraft or **automobile**, not owned or operated by the **Insured** nor his employee, up to a maximum recovery of \$2,000 in respect of any one occurrence.

Notwithstanding what is provided elsewhere in this Policy, the value of the damaged property shall be determined on the **actual cash value** at the time and place of loss or damage, but not exceeding what it would cost to repair or replace with material of like kind and quality.

1.9. OFFICE BUSINESS CONTENTS

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage directly caused to **office business contents** located on the **premises**, up to a maximum recovery of \$2,000 in respect to any one occurrence.

This Extension of Coverage does not apply to:

- 1.9.1. **valuable papers and records;**
- 1.9.2. fine arts; including paintings, etchings, pictures, tapestries and other *bona fide* works of art such as valuable rugs, statuary, marbles, bronzes, antique furniture, books, antique silver, manuscripts, porcelains, glass and bric-a-brac, that are rare, are of historical value or that are of artistic merit.

1.10. UNSCHEDULED TOOLS WHILE ON THE PREMISES

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to unscheduled **tools** including their spare parts used in the farming operations while on the **premises**, up to a maximum recovery of \$10,000 in respect to any one occurrence.

1.11. FARM BUILDINGS LIMITED BY-LAWS

The insurance provided by this Form is extended to cover additional cost arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged **farm buildings**, and is in force at the time of such loss or damage, up to a maximum recovery of \$10,000 in respect to any one occurrence for each **farm building** covered under this Form.

This Extension of Coverage insures against:

- 1.11.1. loss caused by the demolition of any undamaged portion of the **farm building**;
- 1.11.2. the cost of demolishing and clearing the site of any undamaged portion of the **farm building**; or
- 1.11.3. any increase in the cost of repairing, replacing, constructing or reconstructing the damaged portion of the **farm building** on the same site and for the same use or occupancy.

This Extension of Coverage does not insure against:

- 1.11.4. the enforcement of any by-law, regulation, ordinance or law which prohibits the **Insured** from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
- 1.11.5. direct or indirect loss, damage, cost or expense, arising out of **clean up** resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**;
- 1.11.6. direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**;
- 1.11.7. the enforcement of any by-law, regulation, ordinance or law which would apply in the absence of a loss;
- 1.11.8. the enforcement of any by-law, regulation, ordinance or law that the **Insured** was required to comply with prior to the loss but failed to do so;
- 1.11.9. the enforcement of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged **farm buildings**, and is in force at the time of such loss or damage if:
 - 1.11.9.1. the **Insured** elects not to repair, replace or reconstruct such **farm building** with a building of like occupancy; or
 - 1.11.9.2. the **Insured** elects to repair, replace or reconstruct only a portion of such **farm building** and that such portion of the **farm building** is not subject to the enforcement of any by-law, regulation, ordinance or law mentioned at 1.11.9. above.

2. EXTENSIONS OF COVERAGE IN ADDITION TO THE AMOUNTS OF INSURANCE

The following Extensions of coverage apply in addition to the amounts of insurance stated in the Declaration Page(s) and are being offered on a named perils basis only.

2.1. FIRE OR POLICE DEPARTMENT SERVICE CHARGES

The insurance provided by this Form is extended to cover service charges assessed when a fire or police department is called to save or protect the insured property from fire or another insured peril at the **premises** specified in the Declaration Page(s) or off-**premises**, up to a maximum of \$25,000 in respect to any one occurrence.

This Extension of coverage only provides reimbursement for service charges for which the **Insured** is liable and which have been invoiced directly from:

- 2.1.1. the **Insured's** municipal fire or police department; or
- 2.1.2. a neighbouring municipality's fire department or police department for which there is an inter-municipal agreement.

2.2. FIRE SUPPRESSION RECHARGE EXPENSE

The insurance provided by this Form is extended to cover any **fire suppression system** recharge expense (including system inspection expenses) incurred by the **Insured** due to the leakage or discharge of the fire suppressant within any **fire suppression system** at the **premises** where such discharge or leakage is caused by or results from an insured peril, up to a maximum recovery of \$2,500 in respect to any one occurrence.

This Extension of Coverage may also be applied to the cost incurred during the policy period of upgrading any **fire suppression system** following direct physical loss or direct physical damage arising out of a fire to which this Form otherwise applies, and that caused such **fire suppression system** to discharge. The cost incurred for upgrading **fire suppression systems** does not apply to any **automatic sprinkler system** designed to protect the **farm building** or **building equipment**.

2.3. LAND AND WATER POLLUTANT CLEAN UP EXPENSES

The insurance provided by this Form is extended to cover expenses incurred for the **clean up** of **pollutants** from land or water at the **premises**, provided the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:

- 2.3.1. arises directly from direct physical loss or direct physical damage due to an insured peril to insured property at the **premises**;
- 2.3.2. is sudden, unexpected and unintended from the standpoint of the **Insured**; and
- 2.3.3. first occurs during the policy period.

Reporting Period

It is a condition precedent to recovery under this Extension of Coverage that all expenses insured by this Extension of Coverage must be incurred and reported to the Insurer within three hundred sixty-five (365) days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of **pollutants** for which **clean up** expenses are being claimed.

Limit of Insurance

The maximum amount of insurance under this Extension of Coverage during any one annual policy period shall not exceed in the aggregate \$10,000.

No automatic reinstatement

Notwithstanding the Reinstatement Clause in the General Conditions Form forming part of this Policy, the amount of insurance specified for this Extension of Coverage will be reduced, following a loss, by the amount payable.

This Extension of Coverage does not apply to:

- 2.3.4. expenses for **clean up** away from or beyond the **premises** resulting from any spill, discharge, emission, dispersal, leakage, seepage, migration, release or escape of **pollutants**, even if the **pollutants** emanated from the **premises**;
- 2.3.5. expenses for **clean up** of any spill, discharge, emission, dispersal, leakage, seepage, migration, release or escape of **pollutants** that began before the effective date of this Policy;
- 2.3.6. fines, penalties, punitive or exemplary damages;
- 2.3.7. expenses incurred for the **clean up** of **pollutants** at or from any **premises** or arising from any other location, which is or was at any time used by or for any **Insured** or others, for the handling, storage, disposal, processing or treatment of waste.

Other insurance

The insurance afforded by this Extension of Coverage shall apply as excess over any other valid and collectible insurance available to the **Insured** or any other interested party, unless the **Insured** has no other valid and collectible insurance, in which case this policy shall be primary.

2.4. NEW CONSTRUCTION

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to additions, to expansions and/or **farm buildings** in course of construction, including building materials and supplies, on the **premises** or on a land already owned or newly acquired by the **Insured**, and intended for agricultural use, up to a maximum recovery of \$50,000 per **farm building** in respect of any one occurrence. Each new construction shall be added on this Policy retroactively to the date of commencement of construction, and is subject to the payment of the prorated additional premium for the addition of such new construction.

This Extension of Coverage shall take effect at the commencement of construction and shall cease:

- 2.4.1. thirty (30) consecutive days from the commencement of construction; or
- 2.4.2. at the inception of more specific insurance insuring this new construction; or
- 2.4.3. at the expiration of this Policy;

whichever occurs first.

2.5. BUILDING EQUIPMENT IN TRANSIT

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to **building equipment** while in transit or during **loading** or **unloading**, in Canada or the continental United States of America, for any one loss caused by an insured peril, up to a maximum recovery of \$10,000 in respect of any one occurrence for **building equipment**, while in transit.

Additional Conditions:

- 2.5.1. coverage during **loading** shall not attach until the **building equipment** is in the custody of the **Insured** or a common carrier or contract carrier for the purpose of transport;
- 2.5.2. coverage during **unloading** shall cease when the **building equipment** leaves the custody of the **Insured** or a common carrier or contract carrier.

There is no coverage under this Extension of Coverage for any unscheduled **tools**.

2.6. DEBRIS REMOVAL

The insurance provided by this Form is extended to cover expenses incurred by the **Insured** in the removal from the **premises** of:

- 2.6.1. debris of the **farm buildings** and/or **building equipment**, caused by direct physical loss or direct physical damage to such **farm buildings** and/or **building equipment**, for which such direct physical loss or direct physical damage is caused by an insured peril under this Farm Buildings and/or Building Equipment Form;
- 2.6.2. debris of other property which is not insured under this Form, but which has been blown by windstorm upon the **premises**.

This Extension of coverage is limited, in respect of any one occurrence, to the lesser of \$10,000 or 5% of the amount of insurance shown in the Declaration Page(s) applicable to Farm Building and/or Building Equipment, for each damaged **farm building**.

This Extension of Coverage does not apply to costs or expenses:

- 2.6.3. to **clean up pollutants** from land or water;
- 2.6.4. for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**; or
- 2.6.5. debris of growing plants, trees, shrubs, lawns or flowers owned by the **Insured**.

2.7. SOLAR PANELS, HYDRO/UTILITY POLES AND TRANSMISSION LINES

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to **solar panels, hydro/utility poles and transmission lines**, not specifically covered. This Extension of coverage is limited, in respect of any one occurrence, to a maximum recovery of \$5,000.

2.8. NEWLY ACQUIRED LOCATION

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to **farm building** and **building equipment** at any newly acquired location in Canada or the continental United States of America that is owned, rented or controlled by the **Insured** and occupied by the **Insured** for the purposes stated in the Declaration Page(s), up to a maximum recovery of \$250,000 on all **farm buildings** and \$250,000 for all **building equipment**. Each newly acquired location shall be added on this Policy retroactively to the date of acquisition and is subject to the payment of the prorated additional premium for the addition of such newly acquired location.

This Extension of coverage shall take effect at the time of the acquisition and shall cease:

- 2.8.1. sixty (60) consecutive days after the date of acquisition; or
- 2.8.2. at the inception of more specific insurance insuring the new acquired location; or
- 2.8.3. at the expiry date of this Policy;

whichever occurs first.

There is no coverage under this Extension of coverage for any **farm building** that is in the course of construction.

SPECIAL PROVISIONS

1. DEDUCTIBLE

The Insurer is liable for the amount by which the direct physical loss or direct physical damage caused by an insured peril exceeds the amount of the deductible specified in the Declaration Page(s) in any one occurrence. However, the deductible does not apply if the payable indemnity amount:

- 1.1. reaches ten times the amount of the deductible stated in the Declaration Page(s), before applying such deductible; and
- 1.2. is more than \$25,000.

If more than one **agricultural property form** is involved in one occurrence or several insured perils occur at the same time contributing to the loss, and different deductibles apply, only the highest of those deductibles stated in the Declaration Page(s) will apply to the damages insured under those forms.

2. CO-INSURANCE

This clause applies separately to each Form for which a co-insurance percentage is specified in the Declaration Page(s).

The **Insured** shall maintain insurance concurrent with this Form on the insured property to the extent of at least the amount produced by multiplying the value of the property as defined under Item 3. **BASIS OF VALUATION** of the **SPECIAL PROVISIONS** by the co-insurance percentage specified in the Declaration Page(s). The Co-Insurance clause shall be applicable to the value of the property as determined by the basis of valuation stated in the Declaration Page(s). If the **Insured** fails to do so, the **Insured** shall be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

This clause applies only where the amount of loss or damage exceeds \$25,000 per Form.

3. BASIS OF VALUATION

Farm Buildings and building equipment value shall be determined as **Actual Cash Value** or **Replacement Cost**, as stated in the Declaration Page(s).

3.1. Replacement Cost

Replacement cost means whichever is the least of the cost of replacing, repairing, constructing or re-constructing the property on the **premises**, with new property of like kind and quality and for like occupancy, without deduction for depreciation. In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that lost or damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality. If a **farm building** is not rebuilt on the same site, the Insurer will still indemnify the **Insured** based on **replacement cost**, but shall not pay for any other additional costs that are incurred because the reconstruction occurs on a land already owned or newly acquired by the **Insured**, whether or not a coverage exists to cover such additional costs.

3.2. Business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):

- 3.2.1. the cost of blank materials for reproducing the records; and
- 3.2.2. the costs of labour to transcribe or copy the records when there is a duplicate;

3.3. Replacement, repair, construction or re-construction shall be effected by the **Insured** with due diligence and dispatch;

3.4. Until repairs or replacement has been effected, the amount of loss payable under this Form shall be limited to the **actual cash value** of the loss or damage to the **farm building(s)** or **building equipment**. Payment will not exceed the actual costs for repair or replacement or reinstatement;

3.5. Settlement on a **replacement cost** basis shall be made only when replacement, repair, construction or re-construction has been effected by the **Insured** and in no event shall it exceed the amount actually and necessarily expended for such replacement, repair, construction or re-construction;

3.6. Failing compliance by the **Insured** with any of the foregoing provisions, settlement shall be made on the basis of the **actual cash value** at the time and place of loss or damage, but not exceeding what it would cost to repair or replace with material of like kind and quality;

3.7. Any other insurance effected by or on behalf of the **Insured** in respect of the insured perils under this Form on the property to which this clause is applicable shall be on the same basis of valuation as defined hereinabove;

3.8. This clause applies separately to each item listed in the Declaration Page(s);

3.9. Exclusions

Replacement Cost does not apply to:

- 3.9.1. patterns, dies, moulds;
- 3.9.2. paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac or other articles of art, rarity or antiquity;
- 3.9.3. any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

3.10. Actual Cash Value

Actual cash value means various factors that shall be considered in the determination of **actual cash value**. The factors to be considered shall include, but not be limited to, **replacement cost** less any depreciation, and market value. In determining depreciation, consideration shall be given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence.

3.10.1. Property of others in the custody or control of the **Insured** for the purpose of performing work upon it: the amount for which the **Insured** is liable, but not exceeding the **actual cash value** at the time and place of loss or damage plus allowance for labour and materials expended to such time.

3.10.2. Tenant's improvements:

3.10.2.1. if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but not exceeding the **actual cash value** of the tenant's improvements at the time and place of loss or damage;

3.10.2.2. if not repaired or replaced with due diligence and dispatch, that portion of the original cost of the lost or damaged tenant's improvements which the unexpired term of the lease at the time of loss or damage bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease;

3.10.3. All other insured property under this Form and for which no more specific conditions have been set out: the **actual cash value** at the time and place of loss or damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality.

4. INFLATION PROTECTION

4.1. The amount of insurance shown in the Declaration Page(s) for Farm Building and/or Building Equipment will automatically be increased as determined by the Insurer, based on available inflation data;

4.2. Such inflation shall occur at the latest renewal date or from the date of the most recent change to the amount of insurance, whichever is the more recent;

4.3. On renewal or anniversary date, the amounts of insurance will be automatically increased accordingly, and the premium adjusted.

If this Form insures more than one **farm building** or **building equipment**, this provision applies separately to each.

5. PROPERTY PROTECTION SYSTEMS

5.1. If the **Insured** has represented to the Insurer the existence of:

- 5.1.1. sprinkler or other fire extinguishing system; or
- 5.1.2. fire detection system; or
- 5.1.3. intrusion detection system; or
- 5.1.4. electrical failure detection system;

the **Insured** shall immediately notify the Insurer of any interruption to, or flaw or defect of such systems and also of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to any of these systems or, of the notification of the suspension of police service in response to any of these systems. Failure of the **Insured** to comply with this warranty shall suspend the related property coverages until the **Insured** respects the above mentioned obligations arising from this warranty clause.

6. PROPERTY OF OTHERS

At the option of the Insurer, any loss may be paid to the **Insured** or adjusted directly with the owner of the property and paid such owner.

DEFINITIONS

Wherever used in this Form:

1. **Agricultural Property Forms** means:

- 1.1. Agricultural Property Coverage - Farm Buildings and/or Building Equipment Forms;
- 1.2. Agricultural Property Coverage - Farm Equipment Form;
- 1.3. Agricultural Property Coverage - Farm Products Forms;
- 1.4. Agricultural Property Coverage - Livestock Forms.

2. **Automatic Sprinkler System** means a system that consist of an integrated network of piping designed in accordance with fire protection engineering standards that includes a water supply source, a water control valve, a water flow alarm and a drain. The system shall be activated by heat from a fire that automatically discharges water over the fire area.

3. **Automobile** means any land motor vehicle, trailer or semi-trailer, with any attached machinery or equipment, including any private passenger vehicle, truck, moped, lightweight motorcycle, motorcycle, snowmobile, toy vehicle, recreational vehicle or all-terrain vehicle (ATV).

4. **Building equipment** means:

- 4.1. generally all contents including furniture, furnishings, fittings, accessories, equipment, machinery, utensils, fixtures and appliances, usually used inside a specific **farm building** for the **Insured's** activities both described in the Declaration Page(s);
- 4.2. spare parts of the contents and equipment described under the above sub-paragraph;
- 4.3. similar property belonging to others which the **Insured** is under obligation to keep insured or for which he is legally liable;
- 4.4. tenant's improvements, which are defined as **farm building** improvements, alterations and betterments made at the expense of the **Insured** to a **farm building** occupied by the **Insured** and which are not otherwise insured, provided the **Insured** is not the owner of such **farm building**. If the **Insured** purchased the use interest in tenant's improvements made by a predecessor tenant, this Form applies as though such tenant's improvements had been made at the expense of the **Insured**.

5. **Cash cards** mean cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.

6. **Clean up** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization, or remediation of **pollutants**, including testing which is integral to any of these processes.

7. **Cord** means wood 128 cubic feet (3.625 cubic metres).

8. **Data** means representations of information or concepts, in any form.

9. **Data problem** means:

- 9.1. erasure, destruction, corruption, misappropriation, misrepresentation of **data**;
- 9.2. error in creating, amending, entering, deleting or using **data**; or
- 9.3. inability to receive, transmit or use **data**.

10. **Drug operations** means all operations, including but not limited to, cultivating, harvesting, processing, manufacturing, storage, warehousing, distributing or selling of any controlled substance listed in the *Controlled Drugs and Substances Act*, (S.C.1996, c.19), or any similar substance not listed in such act.

11. **Farm building(s)** means, the building(s) described in the Declarations Page(s) and includes, if not specifically insured:

- 11.1. fixed structures pertaining to the farm building(s) and located on the **premises**. Such structures include, but are not limited to, signs attached to the farm building(s);
- 11.2. additions and extensions communicating and in contact with the farm building(s);
- 11.3. permanent fittings and fixtures attached to and forming part of the farm building(s), such as lighting, heating, air conditioning and ventilation systems;
- 11.4. materials, equipment and supplies on the **premises** for maintenance of, and normal repairs and minor alterations to the farm building or for farm building services;
- 11.5. growing plants, trees, shrubs or flowers inside the farm building, not held for sale and used for decorative purposes of the farm building, when the **Insured** is the owner of the farm building.
- 11.6. stationary mobile homes maintained on permanent foundations, connected to electrical, water, sewage systems or septic tanks and located on the **premises** used:
 - 11.6.1. for farm operations; or
 - 11.6.2. as dorms or facilities for the employees of the **Insured**.

12. **Farm equipment** means:

- 12.1. **tools**;
- 12.2. machinery and implements that are not fixed to any building or the ground, whether self-propelled or not, including their GPS system, accessories and spare parts; that are usual and incidental to a farming operation.

13. **Farm products** means:

- 13.1. farm products of the soil when picked, gathered or harvested;
- 13.2. milk and eggs;
- 13.3. honey and maple syrup (including their pure derived products);

- 13.4. farm products washed with water, farm products refrigerated or farm products dried, following a standard preservation process;
- 13.5. farm products grown in greenhouses or grown in vertical farming buildings, only if shown in the Declaration Page(s);
- 13.6. semen, non-implanted embryos and semen tanks kept in use at your **premises**, only if shown in the Declaration Page(s);
- 13.7. **processed farm products** of the **Insured** for resale, only if shown in the Declaration Page(s);
- 13.8. packing, wrapping and advertising materials for **farm products**;
- 13.9. products used for or produced in the farm operations, including feed for **livestock**, seeds, chemicals, fertilizers, herbicides, pesticides, fuel, motor oil, lubricant, cleaning products, non-installed wire for fences, drains and pickets, firewood intended for sale (maximum 100 **cords**) or for the use of the farm, but does not include standing lumber.
- 14. **Fire protective equipment** includes tanks, **watermains**, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
 - 14.1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - 14.2. any **watermains** or appurtenances located outside of the **premises** and forming a part of the public water distribution system;
 - 14.3. any pond or reservoir in which the water is impounded by a dam.
- 15. **Fire Suppression System** means special fire suppression equipment, which is not water based and has been designed and installed to conform with National Fire Protection Association (NFPA).
- 16. **Fungi** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any **fungi** or **spores** or resultant mycotoxins, allergens, or pathogens.
- 17. **Hydro/Utility poles and transmission lines** means all transmission lines and distribution lines of energy, all poles, cross beams, insulators and permanently installed outside electric wiring on the **premises**, which is owned by the **Insured** or owned by others but under the care, custody and control of the **Insured**, whether underground lines (provided they are equipped with a sealing sheath and metal armor and/or conduit designed to be beneath the surface of the ground) or overhead lines. **Hydro/Utility poles and transmission lines** does not include:
 - 17.1. the yard transformer itself;
 - 17.2. any increased cost or repair or replacement as a result of any ordinance or law regulating the standards, construction or service.
- 18. **Insured**, if an individual, means the person(s) named as **Insured(s)** in the Declarations Page(s) and, while living in the same household:
 - 18.1. his or her **spouse**;
 - 18.2. the relatives of either;
 - 18.3. any person under 21 years of age in their care;
 - 18.4. any **student**.
- 19. **Leakage from Fire Protective Equipment** means:
 - 19.1. the leakage or discharge of water or other substances from;
 - 19.2. the collapse of;
 - 19.3. the rupture due to freezing of;**fire protective equipment** for the **premises** or for adjoining structures.
- 20. **Livestock** means animals, birds, fish or insects.
- 21. **Office business contents** means generally all contents usual to the **Insured's** business including computer equipment, furniture, furnishings, fittings, fixtures, machinery, utensils and appliances other than **farm building** or **building equipment**.
- 22. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 23. **Premises** means:
 - 23.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:
 - 23.1.1. areas under adjoining sidewalks and driveways;
 - 23.1.2. in or on **automobiles** within 100 metres (328 feet) of such property lines described in 23.1.;
 - 23.2. in the open within 305 metres (1000 feet) of such property lines described in 23.1.
- 24. **Processed farm products** means farm products that are no longer in their natural state, including, but not limited to those that have been cooked, canned, bottled, cut, peeled, dried or frozen.
- 25. **Solar panels** means all devices that convert part of the sun's radiation into thermal or electrical energy, including all transmission lines, distribution lines of energy, storage battery and outside electric wiring on the **premises**, which is owned by the **Insured** or owned by others but under the care, custody and control of the **Insured**.
- 26. **Spores**, includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any **fungi**.
- 27. **Spouse** means:
 - 27.1. a person who is married to or has entered into a civil union with another person and is living with that person.
 - 27.2. a person who is not married but lives in a marital relationship in the same household for at least one year with another person who is publicly presented as his or her **spouse**.
Such person will be considered to be a **spouse** in the following cases:
 - 27.2.1. a child has been born or is to be born of their union;
 - 27.2.2. they have adopted a child together;
 - 27.2.3. one of them has adopted the child of the other.
- 28. **Student** means a person who is enrolled in and actually attends a school, college or university on a full time basis and who is dependent on the Named Insured or his or her **spouse** for support and maintenance, even if temporarily residing away from the principal residence.
- 29. **Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
- 30. **Tools** means any device, apparatus or instrument, lightweight and transportable by the strength of a single individual, used for machinery, equipment or building repair, construction or maintenance.
- 31. **Valuable papers and records** means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts and electronically stored records.
- 32. **Watermain** means a pipe forming a part of a water distribution system.