

AGRICULTURAL PROPERTY COVERAGE

LIVESTOCK – BROAD FORM

TABLE OF CONTENTS

	pages
INDEMNITY AGREEMENT.....	3
INSURED PROPERTY.....	3
INSURED PERILS.....	3
EXCLUSIONS.....	3
EXCLUDED PROPERTY.....	3
FARM PRODUCTS.....	3
PROPERTY INSURED UNDER THE TERMS OF ANY MARINE INSURANCE.....	3
PROPERTY ILLEGALLY ACQUIRED, PROPERTY SEIZED OR CONFISCATED.....	3
PROPERTY PERTAINING TO OTHER COMMERCIAL BUSINESSES.....	3
EXCLUDED PERILS.....	3
WAR.....	3
NUCLEAR INCIDENT.....	3
DISAPPEARANCE.....	3
SNOWSLIDE.....	4
DELAY.....	4
SICKNESS OR DISEASE.....	4
POISONING OF LIVESTOCK.....	4
LACK OF CARE, NEGLIGENCE AND ABUSIVE TREATMENT.....	4
OPERATION.....	4
RUTTING SEASON, MATING, ABORTION OR PARTURITION.....	4
UNDER VETERINARIAN'S CARE.....	4
TRAUMATISM TO THE UDDER.....	4
AIRCRAFT TRANSPORTATION.....	4
RACES, SPEED OR STRENGTH CONTESTS.....	4
ASPHYXIATION.....	4
ATMOSPHERIC OR TEMPERATURE CHANGES, SUPPLY INTERRUPTION.....	4
GUNSHOT, BOW OR CROSSBOW.....	4
OVERCROWDING OR PANIC.....	4
NATURAL DEATH.....	4
LOSS OF VALUE OF LIVESTOCK.....	4
ELECTRICAL POWER INTERRUPTION OR FUEL SUPPLY (CONSEQUENTIAL LOSS).....	4
POLLUTION EXCLUSION.....	4
DATA AND DATA PROBLEM EXCLUSION.....	5
TERRORISM EXCLUSION.....	5
FUNGI AND SPORES EXCLUSION.....	5
OTHER EXCLUDED LOSSES.....	5
EXTENSIONS OF COVERAGE.....	5
EXTENSIONS OF COVERAGE INCLUDED IN THE AMOUNTS OF INSURANCE.....	5
UNSCHEDULED NON-OWNED LIVESTOCK.....	5
SALVAGE.....	5
DEBRIS REMOVAL.....	5
EXTENSIONS OF COVERAGE IN ADDITION TO THE AMOUNTS OF INSURANCE.....	5
FIRE OR POLICE DEPARTMENT SERVICE CHARGES.....	5
VETERINARY SUPPLIES.....	6

VETERINARIAN FEES.....	6
NEWLY ACQUIRED LIVESTOCK.....	6
SPECIAL PROVISIONS.....	6
DEDUCTIBLE.....	6
CO-INSURANCE.....	6
BASIS OF VALUATION.....	6
PROPERTY PROTECTION SYSTEMS.....	6
PROPERTY OF OTHERS.....	6
DEFINITIONS.....	7
Agricultural Property Forms.....	7
Automobile.....	7
Breakdown.....	7
Clean up.....	7
Cord.....	7
Data.....	7
Data problem.....	7
Drug operations.....	7
Emergency system.....	7
Equipment.....	7
Farm building(s).....	7
Farm products.....	8
Fire protective equipment.....	8
Fungi.....	8
Geothermal heating systems.....	8
Insured.....	8
Leakage from fire protective equipment.....	8
Livestock.....	8
Loading.....	8
Named perils.....	8
Pollutants.....	9
Premises.....	9
Processed farm products.....	9
Spores.....	9
Spouse.....	9
Strangulation.....	9
Student.....	9
Terrorism.....	9
Unloading.....	9
Watermain.....	9

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;
- 1.4. the market value of the **livestock** at the time and place of the direct physical loss or direct physical damage.

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:

Livestock owned by the **Insured**, within Canada or the continental United States of America, including land or rail transport, for which a description and an amount of insurance are specified in the Declaration Page(s).

Livestock owned by others which the **Insured** is under the obligation to keep insured or for which the **Insured** is legally liable, located within Canada or the continental United States of America, including land or rail transport, for which a description and an amount of insurance are specified in the Declaration Page(s).

Without any increase to the amounts of insurance stated in the Declaration Page(s), the embryos implanted in the **livestock** for more than 60 days are also covered under this coverage.

This Form insures, as a blanket coverage, **livestock** that are part of the same species, except for such **livestock** specifically described under the Declaration Page(s).

3. INSURED PERILS

Except as otherwise provided in the **EXCLUSIONS** section, this Form insures against direct physical loss or direct physical damage, because of all risks, to **livestock** causing:

Death, Injuries or Loss of Embryo

- the death of such **livestock**;
- the slaughtering of such **livestock** necessary because the physical injuries sustained by such **livestock** are preventing it from accomplishing the work or carrying out the duties or functions for which it was kept for or for humanitarian reasons upon a veterinarian's recommendation;
- the loss of any embryo implanted for more than 60 days resulting from the death of such **livestock** referred to under the sub-paragraphs above, as certified by a veterinarian.

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. **FARM PRODUCTS**
farm products.
- 1.2. **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.
- 1.3. **PROPERTY ILLEGALLY ACQUIRED, PROPERTY SEIZED OR CONFISCATED**
 - 1.3.1. property illegally acquired, kept, stored or transported;
 - 1.3.2. 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.
- 1.4. **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. **DISAPPEARANCE**
 - 2.3.1. by mysterious disappearance;
 - 2.3.2. by shortage, escape of **livestock** or disclosed on taking a count.

2.4. SNOWSLIDE

by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to **livestock** in transit or to loss or damage caused directly by resultant fire, explosion or smoke, all as described in the **named perils** definition.

2.5. DELAY

by delay, loss of market, loss of use, loss of value or loss of yield.

2.6. SICKNESS OR DISEASE

by sickness, disease, contagion, communicable disease, indigestion, colic or bloating (meteorism).

2.7. POISONING OF LIVESTOCK

by poisoning of **livestock**. However, this exclusion does not apply to accidental poisoning of two animals (**livestock**) or more at the same occurrence, except when such **livestock** was previously sick or if such poisoning is caused by medication.

2.8. LACK OF CARE, NEGLIGENCE AND ABUSIVE TREATMENT

by lack of care, lack of maintenance, negligence or use of abusive methods or treatments.

2.9. OPERATION

from an operation performed on **livestock**, including marking, dehorning or any process involving the application of heat when there is no fire or beginning of fire or resulting from excessive heat from any heating apparatus, except to preserve the life of the **livestock** injured because of an insured peril against under this Form.

2.10. RUTTING SEASON, MATING, ABORTION OR PARTURITION

from an injury sustained during rutting season, mating or from an abortion or parturition. For the purpose of this exclusion, rutting season means the period in which **livestock** is ready to mate and not only the act of mating itself.

2.11. UNDER VETERINARIAN'S CARE

by **strangulation**, by **loading** or **unloading** of **livestock** which has been under the care of a veterinarian.

2.12. TRAUMATISM TO THE UDDER

from a traumatism to the udder.

2.13. AIRCRAFT TRANSPORTATION

while **livestock** is being transported in any aircraft.

2.14. RACES, SPEED OR STRENGTH CONTESTS

while **livestock** is used for a race, speed contest, strength contest or any other similar activities or while **livestock** is present at the site designated for these contests or activities. This exclusion also applies when **livestock** is in preparation for such contests or activities, notwithstanding where such preparation takes place.

2.15. ASPHYXIATION

from asphyxiation resulting from the compression of gases exuding from a liquid manure storage tank.

This exclusion does not apply:

2.15.1. when the facility is equipped with a functional detection system in operation at all times while this Policy is in force, which detects the concentration present in the air of harmful gases to **livestock** in the **farm buildings** arising from the fumes exuding from such storage tanks. When the concentration is harmful to **livestock**, such device has to send an alert on a wireless telecommunication device to the **Insured** and the **Insured** must visit the concerned **farm building** promptly and as soon as possible to make the necessary verifications, interventions and actions in order to minimize the loss or damage;

2.15.2. to asphyxiation solely arising from an **equipment breakdown** while in use or connected ready for use.

2.16. ATMOSPHERIC OR TEMPERATURE CHANGES, SUPPLY INTERRUPTION

2.16.1. by dampness or dryness of atmosphere;

2.16.2. by changes in or extremes of temperature, heating or freezing;

2.16.3. by lack of ventilation, light, heat or air conditioning;

2.16.4. by total or partial interruption to the supply of electricity, water, gas or steam.

This exclusion does not apply to:

2.16.5. loss or damage caused directly by **named perils**;

2.16.6. death of **livestock** caused solely by a **breakdown to equipment** while in use or connected ready for use and, with regards to poultry and hog farms, only if the facility is equipped with an **emergency system** in operation at all times while this Policy is in force.

2.17. GUNSHOT, BOW OR CROSSBOW

from gunshot, bow or crossbow shooting by the **Insured** or any of his employees.

2.18. OVERCROWDING OR PANIC

from overcrowding or panic.

2.19. NATURAL DEATH

from natural death of **livestock**.

2.20. LOSS OF VALUE OF LIVESTOCK

due to the loss of value of **livestock**.

2.21. ELECTRICAL POWER INTERRUPTION OR FUEL SUPPLY (CONSEQUENTIAL LOSS)

by death of **livestock** resulting from the sudden and accidental interruption of electrical power or fuel supply to the heating or ventilation systems of the **farm building** which confines the **livestock**. This exclusion does not apply, with respect of electrical power interruption only, if the **Insured** has purchased the Extension of Coverage – Electrical Power Interruption showing on the Declaration Page(s).

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**;
- 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. OTHER EXCLUDED LOSSES

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

- 7.1. DISHONEST OR CRIMINAL ACT
 - 7.1.1. 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);
 - 7.1.2. by theft or attempted theft committed by any employee of the **Insured**, acting alone or in collusion with others;
 - 7.1.3. by any dishonest or criminal act committed by anyone, except as stated in 7.1.2., 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.
- 7.2. DRUG
 - 7.2.1. **drug operations**;
 - 7.2.2. 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 the Agricultural Property Coverage – Livestock – Broad 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 broad form basis only.

1.1. UNSCHEDULED NON-OWNED LIVESTOCK

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to unscheduled non-owned **livestock**, temporarily or permanently under the care, custody or control of the **Insured**, whether or not such **livestock** is the object of a contract or agreement and for which the **Insured** can be held legally liable or is under the obligation to keep **insured** or not.

This Extension of Coverage is limited, in respect of any one occurrence, to 10% of the amount of insurance applicable to **livestock** owned by the **Insured**.

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 Extension of Coverage shall be primary.

1.2. SALVAGE

The insurance provided by this Form is extended to cover expenses related to the prevention or protection of the **livestock** in order to mitigate or prevent direct physical loss or direct physical damage to such **livestock**, 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 **livestock**, without increasing the amount of insurance.

1.3. DEBRIS REMOVAL

The insurance provided by this Form is extended to cover expenses incurred by the **Insured** in the removal from the **premises** of debris of the **livestock**, including the cost of disposing of **livestock** carcasses, caused by direct physical loss or direct physical damage, for which such direct physical loss or direct physical damage is caused by an insured peril under this Form.

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

- 1.3.1. to **clean up pollutants** from land or water; or
- 1.3.2. 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**.

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 broad form 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, 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. VETERINARY SUPPLIES

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to medicine or medical supplies, aimed to be used for **livestock**, up to a maximum of \$5,000 in respect to any one occurrence.

2.3. VETERINARIAN FEES

The insurance provided by this Form is extended to cover reasonable fees of veterinarian, boarding or transport incurred by the **Insured** resulting from an insured peril against covered either under this Form or under any Extension of Coverage showing on the Declaration Page(s), up to a maximum recovery of 20 % of the value of each injured animal (**livestock**).

In case of **livestock** death, the payable fees described in the paragraph above shall be paid over and above the value of each dead animal (**livestock**).

2.4. NEWLY ACQUIRED LIVESTOCK

The insurance provided by this Form is extended to cover direct physical loss or direct physical damage caused to newly acquired **livestock**, within Canada or the continental United States of America.

All newly acquired **livestock** 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 **livestock**.

This Extension of Coverage shall take effect at the time of the acquisition of such **livestock** and shall cease:

- 2.4.1. sixty (60) consecutive days after the date of acquisition; or
 - 2.4.2. at the inception of more specific insurance insuring the new acquired **livestock**; or
 - 2.4.3. at the expiry date of this Policy;
- whichever occurs first.

This Extension of Coverage is limited, in respect of any one occurrence, to 30% of the amount of insurance applicable to **livestock** owned by the **Insured**.

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).

This clause applies separately to each species of **livestock**, including embryos implanted for more than 60 days, 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

For the purpose of calculating the total value of the **livestock** for the application of the co-insurance clause, for value reporting and for loss settlement, the value of the **livestock** is established as follows:

- 3.1. **livestock** owned by the **Insured**: the market value at the time and place of the direct physical loss or direct physical damage, as determined according to the price index released by recognized organizations;
- 3.2. **livestock** owned by others: the amount for which the **Insured** is liable, but not exceeding the market value at the time and place of the direct physical loss or direct physical damage, as determined according to the price index released by recognized organizations;
- 3.3. embryos implanted for more than 60 days into **livestock**:
 - 3.3.1. when purchased from others: the initial purchase price of the embryo, subject to a maximum amount of \$2,500 with respect to such embryo only, and the additional veterinarian's fees incurred to implant such embryo;
 - 3.3.2. when produced by **livestock** owned by the **Insured**: the least of 10% of the amount of the market value of the **livestock** genitor of the embryo, as determined according to the price index released by recognized organizations at the time and place of the direct physical loss or direct physical damage or \$2,500, with respect to such embryo only, and the additional veterinarian's fees incurred to implant such embryo into another animal (**livestock**).

4. PROPERTY PROTECTION SYSTEMS

- 4.1. If the **Insured** has represented to the Insurer the existence of:
 - 4.1.1. sprinkler or other fire extinguishing system; or
 - 4.1.2. fire detection system; or
 - 4.1.3. intrusion detection system; or
 - 4.1.4. 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.

5. 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. 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).

3. Breakdown means a sudden and accidental failure of **equipment** resulting in physical damage which requires the repair or replacement of the **equipment** or a part of the **equipment**.

Breakdown does not mean:

- 3.1. depletion, deterioration, corrosion or erosion of material;
- 3.2. wear and tear;
- 3.3. the functioning of any safety device or protective device.

4. 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.

5. Cord means wood volume of 128 cubic feet (3.625 cubic metres).

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

7. Data problem means:

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

8. 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.

9. Emergency system means:

- 9.1. a professionally installed **emergency system**, in function and always maintained in operation, equipped with a fault locator and alarm relay for the detection of electrical power interruption or electric current variation. Such **emergency system** must be connected to the main electrical panel of the site and to the electrical power supply for the ventilation and heating systems for each **farm building** where **livestock** is housed. Such **emergency system** must also detect any change in temperature, in each breeding areas where such **livestock** is housed.
- 9.2. when the **emergency system** is triggered, communication alerts must be sent on a telecommunication mobile device. Regardless of the reason of the alert, the **Insured** and/or his employees must visit the concerned **farm building** promptly and as soon as possible to make the necessary verifications, interventions and actions in order to minimize the loss or damage.
- 9.3. a functional emergency battery in the event of a power outage is always mandatory. The **emergency system** must also be equipped with a generator with automatic or manual start to intervene promptly in the event of a power failure, which generator must have the capacity to provide power to all breeding areas.
- 9.4. battery and generator must be always kept functional and tested each thirty (30) days to ensure their proper functioning. The **Insured** must keep a record of these tests and make it available to the Insurer upon request.

10. Equipment means any **equipment** owned, leased, operated by the **Insured** or for which such **Insured** has, care, custody or control as described below:

- 10.1. any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any piping connected thereto or any other piping and its accessory **equipment**, any heat exchanger that forms part of forced air heating **equipment**, but not including any:
 - 10.1.1. boiler setting, any refractory or insulating material;
 - 10.1.2. part of a boiler or fired pressure vessel that does not contain steam or water; or
 - 10.1.3. any drainage piping, any sprinkler piping and its accessory **equipment**;
- 10.1.4. **equipment** (including piping) which is not in a conduit beneath the surface of the ground and that requires the removal, excavation or demolition of materials in order to inspect, remove, repair or replace such **equipment** or such piping; However, this exclusion doesn't apply to **geothermal heating systems**.
- 10.2. any mechanical or electrical **equipment** used for the generation, transmission or utilization of mechanical or electrical power, but not including:
 - 10.2.1. any **automobile**, power shovel, excavator dragline or other mobile **equipment**, floating vessel, locomotive or aircraft, but not excluding any electrical **equipment** and/or pressure vessel used with such machine or apparatus;
 - 10.2.2. any lifting or safety cables, anchorages, car buffers or counterweight buffers which forms part of an elevator system;
- 10.3. any electronic **equipment** or fibre optic cable, used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning, but **equipment** shall not include:
 - 10.3.1. any anode tube, x-ray tube, video amplifier tube or klystron tube; nor
 - 10.3.2. any laser cartridge.

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 products means:

- 12.1. **farm products** of the soil when picked, gathered or harvested;
- 12.2. milk and eggs;
- 12.3. honey and maple syrup (including their pure derived products);
- 12.4. **farm products** washed with water, **farm products** refrigerated for conservation;
- 12.5. **farm products** grown in greenhouses or grown in vertical farming buildings, only if shown in the Declaration Page(s);
- 12.6. semen, non-implanted embryos and semen tanks kept in use at your **premises**, only if shown in the Declaration Page(s);
- 12.7. **processed farm products** of the **Insured** for resale, only if shown in the Declaration Page(s);
- 12.8. packing, wrapping and advertising materials for **farm products**;
- 12.9. 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.

13. 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:

- 13.1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
- 13.2. any **watermains** or appurtenances located outside of the **premises** and forming a part of the public water distribution system;
- 13.3. any pond or reservoir in which the water is impounded by a dam.

14. 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.

15. Geothermal heating systems means underground piping as a means of heat transfer.

16. Insured, if an individual, means the person(s) named as **Insured(s)** in the Declarations Page(s) and, while living in the same household:

- 16.1. his or her **spouse**;
- 16.2. the relatives of either;
- 16.3. any person under 21 years of age in their care;
- 16.4. any **student**.

17. Leakage from fire protective equipment means:

- 17.1. the leakage or discharge of water or other substances from;
- 17.2. the collapse of;
- 17.3. the rupture due to freezing of;

fire protective equipment for the **premises** or for adjoining structures.

18. Livestock means animals, birds, fish or insects.

19. Loading means moving property insured from a location immediately adjacent to an **automobile**, whether a loading dock, a platform or the ground, into or onto the **automobile**.

20. Named perils mean:

- 20.1. FIRE OR LIGHTNING.
- 20.2. EXPLOSION of natural, coal or manufactured gas;
- 20.3. 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:
 - 20.3.1. to aircraft, spacecraft or **automobiles** causing the loss;
 - 20.3.2. by any aircraft or spacecraft when being taxied or moved inside or outside of **farm buildings**;
 - 20.3.3. by **automobiles** belonging to the **Insured** or under the control of such **Insured** or any of his employees;
- 20.4. 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:

 - 20.4.1. due to cessation of work or by interruption to process or business operations, or by change in temperature;
 - 20.4.2. due to theft or attempted theft;
- 20.5. 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;
- 20.6. WINDSTORM OR HAIL:

This Form does not insure loss of or damage 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 landslide;
- 20.7. FALLING OBJECT

Means a falling object which strikes **livestock**. This insurance does not insure loss or damage arising from snowslide or landslide;
- 20.8. EARTHQUAKE OR FLOOD, including waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water.

All earthquake shocks which occur within 168 consecutive hours, commencing during the policy period on or after the effective date of this Policy shall be considered a single earthquake. The expiration of this Policy will not reduce the 168-hour period;
- 20.9. COLLAPSE OF BRIDGES, CULVERTS AND RAMPS OR DOCKS;
- 20.10. COLLAPSE OF FARM BUILDINGS;
- 20.11. ELECTROCUTION;
- 20.12. ACCIDENTAL GUNSHOT, BOW OR CROSSBOW SHOOTING except by the **Insured** or any of his employees;
- 20.13. DROWNING OR EXHAUSTION, as certified by a veterinarian, following bogged down, including but not limited to, in ice, frazil, quicksand, mud or other soft ground, or an attempt to rescue the stuck animal (**livestock**).

- 20.14. ACCIDENTAL COLLISION, UPSET, DERAILMENT OR OVERTURN OF A LAND VEHICLE, ATTACHED TRAILER OR ANY OTHER LAND CONVEYANCE means an accidental contact of a land vehicle with another land vehicle, with an object or with an animal, while the **livestock** is being transported;
- The following shall not be deemed a collision:**
- 20.14.1. buffering or collision between railroad cars, trailers attached to motor vehicles or tractors during coupling or uncoupling operations;
 - 20.14.2. striking a sidewalk, a roadway, rails or railways;
 - 20.14.3. striking a fixed object while backing up for purposes of **loading** or **unloading**;
 - 20.14.4. physical injuries sustained by **livestock** due to normal handling of such **livestock** during **loading** or **unloading**;
- 20.15. STRANDING, SINKING, BURNING OR COLLISION OF VESSELS on which the **livestock** is being transported, including general average and salvage charges incurred while waterborne on land conveyances on board any regular ferry while operated on inland or coastal waters only;
- 20.16. BLIZZARD, SNOW, SLEET, RAINSTORM;
- 20.17. ATTACK by dogs (except those owned by the **Insured**) or wild animals;
- 20.18. ENTRAPMENT means the accidental and involuntary ensnaring or restraint of **livestock**.
- This peril does not include loss or damage to livestock:**
- 20.18.1. due to birth;
 - 20.18.2. while in transit or when being **loaded** or **unloaded**;
 - 20.18.3. while being handled or forcibly restrained;
 - 20.18.4. due to splitting; or
 - 20.18.5. due to suffocation of such **livestock** in its own fluids including when caused by **livestock** inherent inability to regain an upright position.
- 20.19. THEFT OR ATTEMPTED THEFT means theft or attempted theft of **livestock** and its embryo implanted for more than 60 days, but excluding escape or mysterious disappearance.
21. **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.
22. **Premises** means:
- 22.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:
 - 22.1.1. areas under adjoining sidewalks and driveways;
 - 22.1.2. in or on **automobiles** within 100 metres (328 feet) of such property lines described in 22.1.;
 - 22.2. in the open within 305 metres (1000 feet) of such property lines described in 22.1.
23. **Processed farm products** means products that are:
- 23.1. no longer in their natural state; or
 - 23.2. cooked, canned, bottled, cut, peeled, dried or frozen.
24. **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**.
25. **Spouse** means:
- 25.1. a person who is married to or has entered into a civil union with another person and is living with that person.
 - 25.2. 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:
- 25.2.1. a child has been born or is to be born of their union;
 - 25.2.2. they have adopted a child together;
 - 25.2.3. one of them has adopted the child of the other.
26. **Strangulation** means death by asphyxiation caused by the obstruction of the airway of an animal (**livestock**), resulting in a respiratory arrest.
27. **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.
28. **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.
29. **Unloading** means moving property insured from an **automobile** to a location immediately adjacent to the **automobile**, whether a loading dock, a platform or the ground, where it is finally delivered.
30. **Watermain** means a pipe forming a part of a water distribution system, which conveys water but not wastewater.