

FARM EDGE 2.0

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SUMMARY OF COVERAGES

Item	Extensions of Coverage	Amounts of Insurance
SECTION 1 – DEATH INSURANCE DUE TO ACCIDENT OR FIRE		
1.	Death Insurance Due to Accident or Fire	\$10,000 in respect of any one occurrence
SECTION 2 – CATCH ALL CLAUSE		
2.	Catch All Clause	\$50,000 in respect of any one occurrence
SECTION 3 – EXTENSIONS OF COVERAGE APPLICABLE TO ANY AGRICULTURAL PROPERTY FORM		
3.	Accounts Receivable	\$25,000 in respect of any one occurrence
4.	Livestock in Transit	\$25,000 in respect of any one occurrence
5.	Arson and Theft Reward	\$10,000 in respect of any one occurrence
6.	Beekeepers Coverage	\$30,000 in respect of any one occurrence
	• Hives and Supers	\$30,000 in respect of any one occurrence
	• Honey and Wax	\$30,000 in respect of any one occurrence
7.	Building Equipment	\$10,000 in respect of any one occurrence
8.	Computer systems, Media and Data Breakdown	\$50,000 in respect of any one occurrence
9.	Courier and Parcel Post	\$25,000 in respect of any one occurrence
10.	Extra Expenses	\$100,000 in respect of any one occurrence
11.	Exhibition Floater	\$15,000 in respect of any one occurrence
12.	Fuel Tanks or Pumps	\$15,000 in respect of any one occurrence
13.	Farm Water System	\$10,000 in respect of any one occurrence
14.	Field Crops	\$25,000 in respect of any one occurrence
	• standing or swathed grain and seed crops caused by fire	\$10,000 in respect of any one occurrence
	• hay, straw, fodder and silage caused by fire	\$10,000 in respect of any one occurrence
	• Standing or swathed grain, hay, straw, fodder and silage caused by impact by an automobile	\$10,000 in respect of any one occurrence
15.	Fire Suppression System Recharge	\$20,000 in respect of any one occurrence
16.	Fire or Police Department Service Charges	\$75,000 in respect of any one occurrence
17.	Land and Water Pollution Clean Up Expenses	\$50,000 per policy period
18.	Locks, Keys and Access Cards	\$2,500 in respect of any one occurrence
19.	Money and Securities	\$10,000 in respect of any one occurrence
20.	Office Business Contents	\$25,000 in respect of any one occurrence
21.	Off-Premises Service Interruption	\$50,000 in respect of any one occurrence
22.	Signs and Other Objects for Commercial Identification	\$25,000 in respect of any one occurrence
23.	Professional Fees	\$75,000 in respect of any one occurrence
24.	Proof of Loss and Inventory Preparation Expense	\$10,000 in respect of any one occurrence
25.	Property of Others	\$50,000 in respect of any one occurrence
26.	Insured Property in Custody of Sales Representatives	\$15,000 in respect of any one occurrence
27.	Seeding Stock Supply	\$25,000 in respect of any one occurrence
28.	Supplier or Customer – Contingent Business Income	\$25,000 in respect of any one occurrence
29.	Tack	\$5,000 in respect of any one occurrence
30.	Unscheduled Tools – Floater	\$20,000 in respect of any one occurrence
31.	Valuable Papers and Records, Computer Data	\$30,000 in respect of any one occurrence

32.	Veterinary Supplies	\$25,000 in respect of any one occurrence
33.	Farm Building Damaged by Theft	\$10,000 in respect of any one occurrence
34.	New Construction	\$250,000 per farm building in respect of any one occurrence
35.	Building Equipments in Transit	\$50,000 in respect of any one occurrence
36.	Newly Acquired Locations	\$1,000,000 for all farm buildings in respect of any one occurrence \$500,000 for all building equipment in respect of any one occurrence
SECTION 4 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO FARM BUILDINGS AND/OR BUILDING EQUIPMENT		
37.	Debris Removal (Farm Building and/or Building Equipment)	25 % of the amount of insurance applicable to Farm Buildings and/or Building Equipment or \$350,000, whichever is the lesser in respect of any one occurrence for each farm building described in the Declaration Page(s)
38.	Corrals, Fences and Paddocks	\$25,000 in respect of any one occurrence
39.	Solar Panels, Hydro/Utility Poles and Transmission Lines	\$50,000 in respect of any one occurrence
40.	Farm Buildings Limited By Laws	10% of the amount of insurance applicable to Farm Buildings in respect of any one occurrence for each farm building covered
41.	Technological or Environmental Improvements	\$75,000 in respect of any one occurrence
42.	Landscaping	\$750 for each growing plant, tree, shrub or flower \$750 for the entire lawn area \$50,000 in respect of any one occurrence
43.	Personal property of officers, employees and volunteers	\$5,000 in respect of any one occurrence per officer, employee or volunteer
44.	Salvage (Building Equipment)	Included
45.	Building Equipment Temporarily Located in a Building or at the Residence of the Insured	15% of the amount of insurance applicable to Farm Buildings and/or Building Equipment or \$50,000, whichever is the lesser in respect of any one occurrence
46.	Implosion of Milk Cooling Tank	\$5,000 in respect of any one occurrence
47.	Roadways, Walkways, Parking Lots	\$25,000 in respect of any one occurrence
48.	Mortgage Rate Guarantee	\$75,000 in respect of any one occurrence
SECTION 5 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO FARM PRODUCTS		
49.	Debris Removal (Farm Products)	20% of the amount of insurance applicable to Farm Products owned by the Insured in respect of any one occurrence
50.	Brands and Labels	\$30,000 in respect of any one occurrence
51.	Peak Season Increase	25% of the amount of insurance applicable to Farm Products owned by the Insured for fertilizers and chemicals in respect of any one occurrence 25% of the amount of insurance applicable to Farm Products owned by the Insured for farm products in respect of any one occurrence or \$25,000 in case of non-compliance in respect of any one occurrence
52.	Salvage (Farm Products)	Included
53.	Consequential Loss Assumption Clause for Bulk Milk Tank Contents	\$10,000 in respect of any one occurrence
54.	Unscheduled Farm Products Owned by Others	10% of the amount of insurance applicable to Farm Products owned by the Insured in respect of any one occurrence
55.	Farm Products on Newly Acquired Location	\$150,000 in respect of any one occurrence
56.	Newly Acquired Farm Products	30% of the amount of insurance applicable to Farm Products owned by the Insured in respect of any one occurrence
57.	Contingent Milk Pick-up Protection	\$10,000 in respect of any one occurrence
58.	Breakdown of Refrigeration or Heating Equipment on Automobile	\$10,000 in respect of any one occurrence
SECTION 6 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO LIVESTOCK		
59.	Debris Removal (Livestock)	10% of the amount of insurance applicable to Livestock owned by the Insured in respect of any one occurrence
60.	Salvage (Livestock)	Included

61.	Unscheduled Non-Owned Livestock	10% of the amount of insurance applicable to Livestock owned by the Insured in respect of any one occurrence
62.	Newly Acquired Livestock	30% of the amount of insurance applicable to Livestock owned by the Insured in respect of any one occurrence
63.	Veterinarian Fees	30% of the amount of insurance applicable to Livestock owned by the Insured in respect of any one occurrence

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the form to which this Endorsement is attached.

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

The following **EXTENSIONS OF COVERAGE** Section deletes and replaces the **EXTENSIONS OF COVERAGE** Sections in the Farm Building and/or Building Equipment form(s), the Farm Products form(s) and the Livestock form(s) if these coverages are purchased and, except as otherwise provided under the **EXTENSIONS OF COVERAGE** Section below, is subject to all terms, conditions, exclusions and limitations of such applicable forms.

EXTENSIONS OF COVERAGE

The following Extensions of Coverage are not subject to a co-insurance requirement unless stated otherwise. Unless otherwise stated, the Extensions of Coverage offered under this Form only apply to direct physical loss or direct physical damage caused by an insured peril under an **Agricultural Property Form**, except with respect to **SECTION 1 – DEATH INSURANCE DUE TO ACCIDENT OR FIRE**.

Unless otherwise stated in a specific Extension of Coverage, the following Extensions of Coverage apply in addition to the Amounts of insurance stated in the Declaration Page(s) and are forming part of the Agricultural Property Coverage – Farm Buildings and/or Building Equipment, Agricultural Property Coverage – Farm Products Forms and/or Agricultural Property Coverage – Livestock Forms, and are subject to all terms, conditions, limitations and exclusions of such Forms.

Unless otherwise stated in a specific Extension 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 amount of insurance 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.

Unless otherwise stated within this Policy, the Insurer's maximum liability for each Extension of Coverage is stated in the Summary of coverages above.

A deductible of \$1,000 shall be applicable under this Endorsement, when the covered loss triggers this Endorsement only and not any other **Agricultural Property Form**. Notwithstanding the foregoing, no deductible shall be applicable to any claim arising from **Section 1 – Death Insurance Due to Accident or Fire**.

Note: See the wording of each Extension of Coverage for full conditions of coverage.

SECTION 1 – DEATH INSURANCE DUE TO ACCIDENT OR FIRE

1. DEATH INSURANCE DUE TO ACCIDENT OR FIRE

- 1.1. The Insurer will pay the following benefit in case of accidental death of an **Insured** caused directly and independently of all other causes by a fire on the **premises**, or resulting from an accident occurring on the **premises** and related to farming operations.
- 1.2. Benefit
 - 1.2.1. For death which ensues within twelve (12) months of the accident, the Insurer will pay to the **beneficiary** the amount of insurance shown in summary of coverages, which is the maximum amount the Insurer will pay in respect of one accident regardless of the number of **Insureds** involved.
 - 1.2.2. This Extension of Coverage is not subject to clause **2. CATCH ALL CLAUSE** under **Section 2** of this Form.
- 1.3. The **Insured** is not covered for claims arising from death:
 - 1.3.1. imputable directly or indirectly to a sickness or a disease unless the claimant establishes that such sickness or disease was contracted as a direct result of an accident covered by this section;
 - 1.3.2. imputable to suicide of a person, or attempt thereat, whether sane or insane, prior to two (2) years of continuous insurance;
 - 1.3.3. imputable from a travel or flight in or descent from any kind of aircraft;
 - 1.3.4. imputable to War

arising directly or indirectly from invasion, war or civil war, insurrection, rebellion, revolution, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not.

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 death;
 - 1.3.5. imputable to Terrorism

arising directly or indirectly, out of **terrorism** or out of 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 death;
 - 1.3.6. imputable to a Nuclear incident

caused directly or indirectly:

 - 1.3.6.1. by any nuclear accident as defined in any *Nuclear Liability and Compensation Act*, SC 2015, c.4, s.120, law or statute, or any law amendatory thereof or nuclear explosion;
 - 1.3.6.2. by contamination by radioactive material.

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 death;

- 1.3.7. caused intentionally by the **Insured** or at his direction;
- 1.3.8. imputable to any poison, drug, gas or fumes, voluntarily or otherwise, taken, administered, absorbed or inhaled. However, this exclusion does not apply to smoke inhalation resulting from a fire on the **premises**.
- 1.3.9. imputable to an **automobile**, if at the time and place of an occurrence, the involved **automobile**:
 - 1.3.9.1. is registered for use on public roads or property;
 - 1.3.9.2. is not registered for use on public roads or property, but such registration is required by law, or regulation issued by a government agency, for it to be used at the place of occurrence.
- 1.4. Conditions:
 - 1.4.1. Notice and Proof of Claim

When an accident takes place, the **beneficiary** or any other **Insured** must:

 - 1.4.1.1. give notice of claim to the Insurer not later than thirty (30) days from the date of death;
 - 1.4.1.2. within ninety (90) days after the notice of claim is filed with the Insurer, provide as much evidence in support of the claim as it's reasonably possible to do so with respect to the circumstances surrounding the death.
 - 1.4.2. Release and Subrogation

The Insurer will pay the benefit to the **beneficiary**. However, the Insurer may require as preconditions of payment:

 - 1.4.2.1. that the **beneficiary** formally releases the Insurer from further liability and, where authorized by law, transfer to such Insurer his/her rights of recovery against others to the extent of such payment;
 - 1.4.2.2. that an autopsy be performed, upon the Insurer's request.
 - 1.4.3. Benefits Payable

The Insurer shall pay the benefits within sixty (60) days after receipt of the required proof of loss.
 - 1.4.4. Action Against The Insurer

The **Insured** or the **beneficiary** shall not bring an action against the Insurer until such **Insured** or such **beneficiary** has fully complied with all the terms of this Policy, nor until the amount of loss has been ascertained.
 - 1.4.5. Extinctive Prescription

Every action or proceeding against the Insurer for the recovery of a claim under this Section is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Civil Code of Québec* or other applicable legislation in the province or territory in which such action or proceeding is taking place.

SECTION 2 – CATCH ALL CLAUSE

2. CATCH ALL CLAUSE

In the event of a claim being made under any Extension of Coverage specified under **SECTION 3 – EXTENSIONS OF COVERAGE APPLICABLE TO ANY AGRICULTURAL PROPERTY FORM**, **SECTION 4 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO FARM BUILDINGS AND/OR BUILDING EQUIPMENT**, **SECTION 5 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO FARM PRODUCTS** and/or **SECTION 6 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO LIVESTOCK** of this Endorsement, and following the application of all terms, deductibles, and conditions applicable to the Extension of Coverage, if the amount(s) of insurance is insufficient to fully indemnify the **Insured** for direct physical loss or direct physical damage, then the insurance under this Extension of Coverage provides additional coverage, in excess of any such adjusted claim, unless otherwise specified.

In no event shall the Insurer be liable, in any one occurrence, for more than:

- 2.1. the difference between the amount payable, under the adjusted claim(s), and the amount required to fully indemnify the **Insured**; or
- 2.2. the amount of insurance specified in the Summary of Coverages for this Extension of Coverage;

whichever is the lesser amount.

If the amount(s) of insurance for more than one Extension of Coverage is insufficient, this Catch All Clause may be applied to one or more Extensions of Coverage in any one loss occurrence. In the event that claim is made under this Catch All Clause, the **Insured** shall select which Extensions of Coverage shall receive the benefit of this Catch All Clause.

The Insurer shall not be liable for more than the amount shown in the Summary of Coverages in any one occurrence, no matter how many Extensions of Coverage limits are insufficient and notwithstanding if a loss triggers several Extensions of Coverage being part of more than one section.

SECTION 3 – EXTENSIONS OF COVERAGE APPLICABLE TO ANY AGRICULTURAL PROPERTY FORM

The following **EXTENSIONS of Coverage** are offered regardless of the base agricultural property form present on this Policy.

3. ACCOUNTS RECEIVABLE

The insurance provided by **Agricultural Property Forms** is extended to cover:

- 3.1. all sums due to the **Insured** from customers, provided the **Insured** is unable to collect such sums as the direct result of direct physical loss or direct physical damage to records of accounts receivable which are inside the **farm building** at the location described in the Declaration Page(s);
- 3.2. interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectable by such direct physical loss or direct physical damage.
- 3.3. collection expense in excess of normal collection cost and made necessary because of such direct physical loss or direct physical damage;
- 3.4. other expenses, while reasonably incurred by the **Insured** in re-establishing records of accounts receivable following such direct physical loss or direct physical damage.

The Insurer shall not be liable for loss or damage:

- 3.5. due to bookkeeping, accounting or billing errors or omissions.
- 3.6. the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation. This shall not preclude the use of such procedures in support of claim for loss.
- 3.7. due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining, or withholding of **money**, **securities** or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

3.8. Basis of Settlement

When there is proof that a loss insured by this Extension of Coverage has occurred but the **Insured** cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the **Insured's** monthly accounts receivable and shall be computed as follows:

- 3.8.1. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- 3.8.2. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve (12) months immediately preceding the month in which the loss occurs, or such part thereof for which the **Insured** has furnished monthly statements to the Insurer, as compared with such average for the same months of the preceding year;
- 3.8.3. the amount determined under sub-paragraph 3.8.1. above, increased or decreased by the percentage calculated under sub-paragraph 3.8.2. above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
- 3.8.4. the amount determined under sub-paragraph 3.8.3. above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amounts of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the **Insured**, and an amount to allow for probable bad debts which would normally have been uncollectable by the **Insured**. On deferred payment accounts receivable, unearned interest and service charges shall be deducted.

4. LIVESTOCK IN TRANSIT

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage to **livestock** owned by the **Insured**, in transit, until delivery between any point in Canada and the continental United States of America for the direct death, necessary and humane destruction of the **livestock**, or physical injuries sustained by **livestock** preventing the **livestock** to be productive in relation to the farming operations.

4.1. Coverage is limited to the following perils:

- 4.1.1. loading or unloading for the purposes of transportation;
- 4.1.2. collision, derailment or overturn of an **automobile** on which **livestock** are being transported;
- 4.1.3. collapse of bridges or culverts while **livestock** is being transported;
- 4.1.4. stranding, sinking, burning or collision of vessels, while waterborne on land **automobile** aboard any regular ferry while being operated inland or on coastal waters only.

4.2. Valuation

The **actual cash value** of such **livestock** at the time of the loss.

5. ARSON AND THEFT REWARD

In the event of direct physical loss or direct physical damage to the insured property that results from an act of arson or theft, for which coverage is afforded under this Policy, the insurance provided by **Agricultural Property Forms** is extended to cover the reimbursement, to the **Insured**, for rewards paid for information directly leading to convictions for the act of arson or theft, or for the recovery of stolen property.

The Insurer's liability under this Extension of Coverage shall not be increased by the number of people who provide information.

6. BEEKEEPERS COVERAGE

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage to:

- 6.1. hives and supers;
- 6.2. honey and wax;

but only while the property is within Canada, as a result of a fire or lightning, explosion, impact by aircraft, spacecraft or **automobile**, vandalism and malicious acts.

6.3. For the purpose of this Extension of Coverage:

- 6.3.1. hives include honey bees in various stages of development in brood chambers.
- 6.3.2. honey and wax includes all honey or wax while stored in **farm buildings** or in barrels.
- 6.3.3. supers include additional hives and boxes that do are not used as brood chambers.

7. BUILDING EQUIPMENT

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage to **building equipment** including their spare parts caused by an insured peril while on the insured **premises**.

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

8. COMPUTER SYSTEMS, MEDIA AND DATA BREAKDOWN

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage to **computer systems, computer media or computer data** on the **premises** due to:

- 8.1. mechanical breakdown, faulty construction or error in design;
- 8.2. short circuit, blow-out or other electrical, electronic or magnetic disturbance:
 - 8.2.1. within a **computer system**; or
 - 8.2.2. caused by lightning; or
- 8.3. failure, breakdown or malfunction of **computer system** when **computer media** is being run through a **computer system** and the **computer media** fails, breaks down, or malfunctions.

In addition, this Extension of Coverage covers the **extra expenses** necessarily incurred to reprogram or replace any **computer data** that is disturbed or erased as the direct result of such direct physical loss or direct physical damage.

This Extension of Coverage does not apply to:

- 8.4. errors or omissions in processing or copying of **computer media** or **computer data**;
- 8.5. computer viruses, harmful code or similar instructions introduced into or enacted on a **computer system**, equipment or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation;
- 8.6. loss or damage caused directly or indirectly by any change or interruption to electric power, if the change originates more than 1000 feet (300 meters) away from the **premises** insured containing the **computer system, computer media or computer data**.

9. COURIER AND PARCEL POST

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage to property in any one package while in course of transit by parcel post or courier.

10. EXTRA EXPENSES

- 10.1. The insurance provided by **Agricultural Property Forms** is extended to cover **extra expenses** necessarily incurred by the **Insured** during the **restoration period** to maintain, as much as possible, the **normal** farming operations after an insured peril affecting the **farm buildings, building equipment** or the **farm equipment**.
- 10.2. This Extension of Coverage includes the actual loss as insured by this Form during the period of time, not exceeding thirty (30) consecutive days, while access to the **premises** is prohibited by order of civil authority as a direct result of physical damage to neighbouring premises by an insured peril.
- 10.3. **The following expenses are not covered under any circumstances:**
 - 10.3.1. loss of income;
 - 10.3.2. **extra expense** in excess of that necessary to continue as nearly as practicable the **normal** conduct of the **Insured's** farming operations;
 - 10.3.3. cost of repairing or replacing damaged property, except cost in excess of the cost of such repairs or replacements necessarily incurred to reduce the total amount of **extra expense**.

11. EXHIBITION FLOATER

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage directly caused to the insured property by an insured peril, from the time such insured property leaves any **premises** of the **Insured**, while in transit to and from any exhibition site, and while at such exhibition site.
This Extension of Coverage does not apply to **livestock**.

12. FUEL TANKS OR PUMPS

The insurance provided by **Agricultural Property Forms** 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**, as defined in the Farm Building and/or Building Equipment Form to which this Form is attached to.

13. FARM WATER SYSTEM

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage to a water pump, pressure system and pump house used in whole or in part for farming operations.

14. FIELD CROPS

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage caused to:

- 14.1. standing or swathed grain, or seed crops, caused by fire;
- 14.2. hay, straw, fodder or silage, caused by fire;
- 14.3. standing or swathed grain, hay, straw, fodder or silage, caused by impact by an **automobile**.

15. FIRE SUPPRESSION SYSTEM RECHARGE

The insurance provided by **Agricultural Property Forms** 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.

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**.

16. FIRE OR POLICE DEPARTMENT SERVICE CHARGES

The insurance provided by **Agricultural Property Forms** 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**.

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

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

17. LAND AND WATER POLLUTION CLEAN UP EXPENSES

The insurance provided by **Agricultural Property Forms** 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**:

- 17.1. arises directly from direct physical loss or direct physical damage due to an insured peril to insured property at the **premises**;
- 17.2. is sudden, unexpected and unintended from the standpoint of the **Insured**; and
- 17.3. 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, the amount of insurance specified in the Summary of Coverages.

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 is not subject to clause **2. CATCH ALL CLAUSE** under **Section 2** of this Form.

This Extension of Coverage does not apply to:

- 17.4. 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**;
- 17.5. 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;
- 17.6. fines, penalties, punitive or exemplary damages;
- 17.7. 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.

18. LOCKS, KEYS AND ACCESS CARDS

The insurance provided by **Agricultural Property Forms** is extended to cover expenses incurred to replace, reprogram or repair locks, keys and access cards used to access the **premises** owned by the **Insured**, following their loss, destruction or mysterious disappearance.

19. MONEY AND SECURITIES

The insurance provided by **Agricultural Property Forms** is extended to cover **money** and **securities** used in and incidental to the **Insured's** business (as evidenced by the **Insured's** account records) while on the **premises** or away from such **premises** while being carried or held strictly incidentally to the **Insured's** business.

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.

20. OFFICE BUSINESS CONTENTS

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage directly caused to **office business contents** located on the **premises**.

This Extension of Coverage does not apply to:

- 20.1. **valuable papers and records;**
- 20.2. 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.

21. OFF-PREMISES SERVICE INTERRUPTION

- 21.1. The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss of or direct physical damage caused to **farm buildings, building equipment or farm products** on the **premises** caused by a change of temperature or dampness or dryness of atmosphere, provided that such direct physical loss or direct physical damage results directly from an insured peril to any off-**premises** apparatus that generate and supply electricity, water, gas or steam to the insured property. Such property shall not be under the care, custody or control of the **Insured**.

- 21.2. The insurance provided by **Agricultural Property Forms** is extended to cover business interruption resulting from the direct physical loss or direct physical damage to **farm buildings, building equipment or farm products** on the **premises** caused by a change of temperature or dampness or dryness of atmosphere, provided that such direct physical loss or direct physical damage results directly from an insured peril to any off-**premises** apparatus that generate and supply electricity, water, gas or steam to the insured property. This Extension of Coverage applies solely to the following conditions:

21.2.1. when the off-**premises** interruption exceeds twenty-four (24) hours, after which time the **Insured** shall be entitled to an indemnity payable from the commencement of the interruption;

21.2.2. when the loss is receivable under the Business Interruption coverage showing in the Declaration Page(s).

This Extension of Coverage does not insure against loss or damage arising from loss of or damage to overhead electrical transmission or distribution lines (or their supporting structures) that are off the **premises**.

22. SIGNS AND OTHER OBJECTS FOR COMMERCIAL IDENTIFICATION

The insurance provided by **Agricultural Property Forms** 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.

23. PROFESSIONAL FEES

The insurance provided by **Agricultural Property Forms** is extended to cover necessary and reasonable fees incurred by the **Insured**, with the prior written approval of the Insurer, for professional services provided by auditors, accountants, architects, surveyors, engineers or other professionals.

This Extension of Coverage only applies to professional services required for the purpose of producing or certifying particulars or details of the **Insured's** farming operations that are requested by the Insurer in connection with direct physical loss or direct physical damage caused to insured property by an insured peril in order for the Insurer to arrive at the loss payable under the **Agricultural Property Forms**.

This Extension of Coverage does not apply to any fees:

- 23.1. relating to the preparation of a proof of loss or inventory.
- 23.2. incurred for services provided by lawyers, public adjusters, loss appraisers, loss consultants, or the **Insured's** own employees.

24. PROOF OF LOSS AND INVENTORY PREPARATION EXPENSE

- 24.1. If, as the result of direct physical loss or direct physical damage caused by an insured peril, the Insurer requests:

24.1.1. the preparation of a proof of loss; or

24.1.2. the preparation of inventories to help determine the amount of the loss;

this Extension of Coverage shall cover the necessary expenses incurred to prepare such proofs or inventories.

- 24.2. This Extension of Coverage does not apply to professional fees;

- 24.3. This Extension of Coverage does not apply to expenses to prove the **Agricultural Property Forms** insure against a loss, nor for expenses incurred under the condition of this Form relating to appraisal.

25. PROPERTY OF OTHERS

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage caused to farm property owned in whole by others, while in the **Insured's** care, custody and control. There shall be no coverage under this Extension of Coverage for any **farm product** or **livestock**.

26. INSURED PROPERTY IN CUSTODY OF SALES REPRESENTATIVES

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage caused to insured property, by an insured peril, whether in transit or otherwise, in the custody of sales representatives.

27. SEEDING STOCK SUPPLY

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage caused to harvested certified seed, chemicals and fertilizer, caused by water damage and **named perils**.

28. SUPPLIER OR CUSTOMER – CONTINGENT BUSINESS INCOME

- 28.1. Only if the business interruption is present on this Policy, insurance is extended to cover business interruption resulting from the necessary, total or partial, interruption of or interference with the business of the **Insured**, caused by direct physical loss or direct physical damage by an insured peril that affects the property belonging to the **suppliers or customers** of the **Insured**, but only if such direct physical loss or such direct physical damage would have been covered had this property been insured under an **Agricultural Property Form** forming part of this Policy.

- 28.2. **The following suppliers are specifically excluded:**

28.2.1. public utilities, including suppliers of electricity or gas;

28.2.2. cable, satellite or other communications suppliers;

28.2.3. supplier providing services and owned or operated by the **Insured**.

29. TACK

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage caused to **tack**.

30. UNSCHEDULED TOOLS – FLOATER

The insurance provided by **Agricultural Property Forms** 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** or at temporary locations anywhere in Canada, including while in transit.

31. VALUABLE PAPERS AND RECORDS, COMPUTER DATA

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage caused to **valuable papers and records** and **computer data** on the **premises** caused by an insured peril.

In the event of such direct physical loss or direct physical damage, the insurance provided by **Agricultural Property Forms** is extended to cover the extra expense necessarily incurred in the reproduction of **valuable papers and records** and **computer data**, including the cost of gathering or assembling information or **data** for such reproduction.

This Extension of Coverage does not apply to:

- 31.1. errors or omissions in processing or copying unless fire or explosion ensues and then, coverage is only provided for direct physical loss or direct physical damage to **valuable papers and records** and **computer data** caused by such ensuing fire or explosion;
- 31.2. **money** or **securities**;
- 31.3. computer viruses, harmful code or similar instructions introduced into or enacted on a **computer system**, equipment or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

32. VETERINARY SUPPLIES

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage caused to medicine or medical supplies, aimed to be used for **livestock**.

33. FARM BUILDING DAMAGED BY THEFT

The insurance provided by **Agricultural Property Forms** is extended to cover direct physical loss or direct physical damage (except by fire) caused to that part of a **farm building** occupied by the **Insured**, directly resulting from theft or any attempted theft or from vandalism or malicious acts committed on the same occasion, provided the **Insured** is not the owner of such **farm building**, is legally liable for such damage and the **farm building** is not otherwise insured under this Policy.

34. NEW CONSTRUCTION

The insurance provided by **Agricultural Property Forms** 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. 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:

- 34.1. sixty (60) consecutive days from the commencement of construction; or
- 34.2. at the inception of more specific insurance insuring this new construction; or
- 34.3. at the expiration of this Policy;

whichever occurs first.

35. BUILDING EQUIPMENT IN TRANSIT

The insurance provided by **Agricultural Property Forms** 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.

Additional Conditions:

- 35.1. 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;
- 35.2. 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**.

36. NEWLY ACQUIRED LOCATIONS

The insurance provided by **Agricultural Property Forms** 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). 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:

- 36.1. ninety (90) consecutive days after the date of acquisition; or
- 36.2. at the inception of more specific insurance insuring the new acquired location; or
- 36.3. 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.

SECTION 4 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO FARM BUILDINGS AND/OR BUILDING EQUIPMENT

The following **EXTENSIONS** of Coverage are offered only if a Farm Buildings and/or Building Equipment Form is purchased and present on this Policy.

37. DEBRIS REMOVAL (FARM BUILDING AND/OR BUILDING EQUIPMENT)

Notwithstanding any contrary provision contained within this Policy, this Extension of Coverage could be payable concurrently to the Extension of Coverage of Debris Removal (Applicable to Farm Products and/or Livestock).

The insurance provided by the Farm Buildings and/or Building Equipment Form is extended to cover expenses incurred by the **Insured** in the removal from the **premises** of:

- 37.1. 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;
- 37.2. 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 does not apply to costs or expenses:

- 37.3. to **clean up pollutants** from land or water;
- 37.4. 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
- 37.5. debris of growing plants, trees, shrubs, lawns or flowers owned by the **Insured**.

38. CORRALS, FENCES AND PADDOCKS

The insurance provided by the Farm Buildings and/or Building Equipment 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.

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.

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

The insurance provided by the Farm Buildings and/or Building Equipment Form is extended to cover direct physical loss or direct physical damage caused to **solar panels, hydro/utility poles and transmission lines**.

40. FARM BUILDINGS LIMITED BY-LAWS

The insurance provided by the Farm Buildings and/or Building Equipment 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.

This Extension of Coverage insures against:

- 40.1. loss caused by the demolition of any undamaged portion of the **farm building**;
- 40.2. the cost of demolishing and clearing the site of any undamaged portion of the **farm building**; or
- 40.3. 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:

- 40.4. 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;
- 40.5. 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**;
- 40.6. 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**;
- 40.7. the enforcement of any by-law, regulation, ordinance or law which would apply in the absence of a loss;
- 40.8. 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;
- 40.9. 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:
 - 40.9.1. the **Insured** elects not to repair, replace or reconstruct such **farm building** with a building of like occupancy; or
 - 40.9.2. 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 40.9. above.

41. TECHNOLOGICAL OR ENVIRONMENTAL IMPROVEMENTS

- 41.1. The insurance provided by the Farm Buildings and/or Building Equipment Form is extended to cover any increase in the cost of repair, replacement, construction or reconstruction of the **farm building** or of the **building equipment**, damaged as a result of an insured peril, provided the **Insured** replaces the damaged property with new property, capable of performing the same function, which includes technological or **environmental improvements**;
- 41.2. This Extension of Coverage only applies if the amount of the damages caused to property is equal or greater than its actual cash value at the time and place of such loss without exceeding the cost of repair or replacement with property of same nature and quality;
- 41.3. This Extension of Coverage does not apply to **farm building** and/or **building equipment** that is obsolete at the time of the loss or damage.

42. LANDSCAPING

- 42.1. The insurance provided by the Farm Buildings and/or Building Equipment 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;
- 42.2. 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 the amount of insurance shown in the Summary of coverages.

43. PERSONAL PROPERTY OF OFFICERS, EMPLOYEES AND VOLUNTEERS

The insurance provided by the Farm Buildings and/or Building Equipment 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:

- 43.1. 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;
- 43.2. 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.

44. SALVAGE (BUILDING EQUIPMENT)

The insurance provided by the Farm Buildings and/or Building Equipment 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:

- 44.1. when the **building equipment** has returned to its original location, but not exceeding a period of sixty (60) consecutive days following such removal;
- 44.2. at the inception of more specific insurance insuring the **building equipment** moved to another building; or
- 44.3. at the expiry date of this Policy;

whichever occurs first.

However, this Extension of Coverage is included in the amount of insurance stated in the Declaration Page(s) for Farm Building(s) and/or Building Equipment and is not subject to clause 2. **CATCH ALL CLAUSE** under **Section 2** of this Form.

45. BUILDING EQUIPMENT TEMPORARILY LOCATED IN A BUILDING OR AT THE RESIDENCE OF THE INSURED

The insurance provided by **Agricultural Property Forms** 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).

46. IMPLOSION OF MILK COOLING TANK

The insurance provided by the Farm Buildings and/or Building Equipment 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.

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.

47. ROADWAYS, WALKWAYS, PARKING LOTS

The insurance provided by the Farm Buildings and/or Building Equipment Form is extended to cover direct physical loss or direct physical damage caused by an insured peril to roadways, walkways, parking lots, other exterior paved surfaces, retaining walls or permanently installed landscape structures on the **premises** outside the **building**.

48. MORTGAGE RATE GUARANTEE

The insurance provided by this Farm Buildings and/or Building Equipment Form is extended to cover the increase in mortgage cost required as a result of direct physical loss or direct physical damage to a **farm building** and/or **building equipment** by an insured peril where loss or damage to such **farm building** is deemed to be total, and where the mortgage creditor at the time of the loss closes the existing mortgage as a result of the insured loss, requiring the **Insured** to obtain a new mortgage at a higher but competitive rate of interest.

The **building equipment** shall also be covered by this Extension of Coverage, solely if such **building equipment** is subject to the same mortgage as the **farm building** which sustained the loss. The Insurer shall only pay the difference between the mortgage rate in effect at the time of the loss and the new mortgage rate for the **farm building** and/or **building equipment** deemed to be a total loss, even if the mortgage includes several **farm buildings** and/or **building equipment**.

The new mortgage must be the same term, amortization, and interest rate option of the previous mortgage.

Indemnity shall be based on the difference between the mortgage rate in effect on the date of the loss and the new mortgage rate, based on the outstanding mortgage balance.

This Extension of Coverage will continue:

- 48.1. for the duration of the existing mortgage period in effect at the time of the loss, until its expiry; or
- 48.2. until the **Insured** relinquishes his title of ownership or interest in the **farm building**; or
- 48.3. for a period not exceeding sixty (60) months;

whichever occurs first.

Settlement of partial losses to the **building** shall be made as if this Extension of Coverage had not been in effect.

This Extension of Coverage is not subject to clause **2. CATCH ALL CLAUSE** under **Section 2** of this Form.

SECTION 5 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO FARM PRODUCTS

The following **EXTENSIONS** of Coverage are offered only if a Farm Products Form is purchased and present on this Policy.

49. DEBRIS REMOVAL (FARM PRODUCTS)

Notwithstanding any contrary provision contained within this Policy, this Extension of Coverage could be payable concurrently to the Extension of Coverage of Debris Removal (Applicable to Farm Building and/or Building Equipment and/or Livestock).

The insurance provided by Farm Products Form is extended to cover expenses incurred by the **Insured** in the removal from the **premises** of debris of the **farm products**, 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 Farm Product Form.

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

- 49.1. to **clean up pollutants** from land or water; or
- 49.2. 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**.

50. BRANDS AND LABELS

If **farm products** damaged by an insured peril is salvageable and bears a brand or trademark or guarantee, the insurance provided by Farm Products Form is extended to cover the removal of such brand, trademark or guarantee before sale of such **farm products** as salvage.

51. PEAK SEASON INCREASE

The amount of insurance shown in the Declaration Page(s) insured under this Form shall be automatically increased by:

- 51.1. 25% to provide for seasonal variations, for fertilizer and chemicals only; and
- 51.2. 25% to provide for seasonal variations, for **farm products** other than fertilizers and chemicals.

However, this insurance shall not apply unless the amount of insurance shown in the Declaration Page(s) for **farm products** is 100% or more of the **Insured's farm products** average monthly values for the 12 months immediately preceding the latest effective date (inception or renewal), or in the event the **Insured** has been in business for less than 12 months, such shorter period of time.

If the **Insured** does not comply with the abovementioned condition, the indemnity shall be limited to the amount of insurance for non-compliance stated above in the Summary of Coverages.

52. SALVAGE (FARM PRODUCTS)

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

However, this Extension of Coverage is included in the amount of insurance stated in the Declaration Page(s) for Farm Products and is not subject to clause **2. CATCH ALL CLAUSE** under **Section 2** of this Form.

53. CONSEQUENTIAL LOSS ASSUMPTION CLAUSE FOR BULK MILK TANK CONTENTS

In the event of an interruption of the main electrical power service or of an insured peril to an insured **farm building** or an insured **building equipment**, the insurance provided by the Farm Products Form is extended to cover direct physical loss or direct physical damage caused to insured milk inside bulk milk tanks.

54. UNSCHEDULED FARM PRODUCTS OWNED BY OTHERS

The insurance provided by the Farm Products Form is extended to cover direct physical loss or direct physical damage caused to **farm products** owned by others which the **Insured** is under obligation to keep insured or for which he may be held legally liable, for which no description and no amount of insurance are specified in the Declaration Page(s).

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.

55. FARM PRODUCTS ON NEWLY ACQUIRED LOCATION

The insurance provided by the Farm Products Form is extended to cover direct physical loss or direct physical damage caused to **farm products** at any newly acquired location, within Canada or the continental United States of America, that is owned, rented or controlled by the **Insured** for the purposes stated in the Declaration Page(s), in whole or in part, and in or on, **automobiles** within 100 metres (328 feet) of such locations.

All **farm products** on 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 **farm products**.

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

- 55.1. ninety (90) consecutive days after the date of acquisition; or
- 55.2. at the inception of more specific insurance insuring the **farm products** located at the new acquired location; or
- 55.3. at the expiry date of this Policy;

whichever occurs first.

This Extension of Coverage applies only to **farm products** when on newly acquired location by the **Insured**, except for those already covered under the Extension of Coverage **56. NEWLY ACQUIRED FARM PRODUCTS**.

56. NEWLY ACQUIRED FARM PRODUCTS

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

All newly acquired **farm products** 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 **farm products**.

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

- 56.1. ninety (90) consecutive days after the date of acquisition; or
- 56.2. at the inception of more specific insurance insuring the new acquired **farm products**; or
- 56.3. at the expiry date of this Policy;

whichever occurs first.

This Extension of Coverage applies only to newly acquired **farm products** by the **Insured**, except for those already covered under the extension of Coverage **55. FARM PRODUCTS ON NEWLY ACQUIRED LOCATION**.

57. CONTINGENT MILK PICK-UP PROTECTION

The insurance provided by the Farm Products Form is extended to cover financial loss, according to actual cash value, due to the necessary disposal of milk produced on the **Insured's premises** in any one occurrence, due to the delay or failure to have milk picked up, by a third-party responsible to pick up the milk with a motor vehicle on a pre-set schedule resulting from:

- 57.1. poor road conditions;
- 57.2. breakdown of such motor vehicle; or
- 57.3. motor vehicle accident.

Any number of consecutive milk disposals arising from the delay or failure of milk pick up resulting from the same poor road conditions, breakdown of motor vehicle or motor vehicle accident shall be considered as a single occurrence.

This Extension of Coverage does not apply to loss of milk caused by:

- 57.4. a third-party responsible to pick up the milk as scheduled, but is unable to do so for one of the reasons given above and the **Insured** has capacity to add more milk in his tank, without altering the quality of such milk and remaining compliant with the regulations in force in the province or territory of the **premises** described in the Declaration Page(s);
- 57.5. contamination of any type;
- 57.6. any intentional act that leads to the destruction or alteration of the quality of the milk;
- 57.7. a third-party responsible to pick up the milk as scheduled, but is unable to do so due to the unsafe conditions in the **Insured's** yard or lane.

58. BREAKDOWN OF REFRIGERATION OR HEATING EQUIPMENT ON AUTOMOBILE

The insurance provided by the Farm Products Form is extended to cover direct physical loss or direct physical damage to **farm products** due the spoilage resulting solely from sudden and accidental breakdown or failure of a refrigeration or heating equipment forming part of an **automobile** transporting such **farm products** owned by the **Insured** and described in the Declaration Page(s).

This Extension of Coverage is applicable only when the following criteria are met:

- 58.1. **farm products** are transported by the **Insured**;
- 58.2. **automobiles**:
 - 58.2.1. are owned or leased by the **Insured** on a long-term basis;
 - 58.2.2. are 10 years of age and under;
- 58.3. vehicles transporting **farm products** must be:
 - 58.3.1. equipped with an operational indicator visible by the driver during transport to indicate any breakdown, failure, anomaly or irregularity in the operation of the temperature control equipment.
 - 58.3.2. maintained and inspected to the constructor's specifications and a record of such inspections and maintenance shall be kept by the **Insured** and provided to the Insurer upon request.
- 58.4. 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.

SECTION 6 – EXTENSIONS OF COVERAGE APPLICABLE ONLY TO LIVESTOCK

The following Extensions of Coverage are offered only if a Livestock Form is purchased and present on this Policy.

59. DEBRIS REMOVAL (LIVESTOCK)

Notwithstanding any contrary provision contained within this Policy, this Extension of Coverage could be payable concurrently to the Extension of Coverage of Debris Removal (Applicable to Farm Building and/or Building Equipment and/or Farm Products).

The insurance provided by the Livestock 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:

- 59.1. to **clean up pollutants** from land or water; or
- 59.2. 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**.

60. SALVAGE (LIVESTOCK)

The insurance provided by the Livestock 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.

61. UNSCHEDULED NON-OWNED LIVESTOCK

The insurance provided by the Livestock 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.

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.

62. NEWLY ACQUIRED LIVESTOCK

The insurance provided by the Livestock 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:

- 62.1. ninety (90) consecutive days after the date of acquisition; or
- 62.2. at the inception of more specific insurance insuring the new acquired **livestock**; or
- 62.3. at the expiry date of this Policy;

whichever occurs first.

63. VETERINARIAN FEES

The insurance provided by the Livestock 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).

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**).

64. ADDITIONAL DEFINITIONS

For the purpose of this Endorsement, the following definitions are added:

- 64.1. **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.
- 64.2. **Beneficiary** means the estate of the **Insured** named in the Declaration Page(s) who has died.
- 64.3. **Computer Data** means facts, concepts and information which is converted to a form usable for computer equipment and includes programs, software and coded instructions for the processing and manipulation of **data** or the direction and manipulation of such computer equipment.
- 64.4. **Computer Media** means the material on which **computer data** is stored.
- 64.5. **Computer System(s)** means electronic office equipment including computer servers, component parts, networks, mainframes, accounting machines, drives, associated peripheral equipment, and any storage devices that are used for **computer data** storage and processing.
- 64.6. **Customer** means natural persons or businesses to whom the **Insured** provides or sells products, equipment or services.
- 64.7. **Environmental Improvements** means the repair, replacement, construction or reconstruction of damaged property with durable and energy efficient property, considered environmentally friendly.
- 64.8. **Extra Expense(s)** means the excess (if any) of the total cost during the **restoration period** for the purpose of continuing the **Insured's** business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. This will include the cost of using the property of others or other similar necessary emergency expenses. Any salvage value of such property remaining after resumption of normal operations shall be taken into consideration in the adjustment of any insured loss.
- 64.9. **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) guidelines.
- 64.10. **Livestock** means animals, birds, fish or insects.
- 64.11. **Money** means currency, coins, bank notes and bullion, traveler's cheques, registered cheques, and money orders held for sale to the public.
- 64.12. **Normal** means the condition which would have existed had no loss occurred.
- 64.13. **Office Business Contents** means generally all contents usual to the **Insured's** business including computer equipment, furniture and office supply, other than **farm building or building equipment**.
- 64.14. **Restoration Period** means the period of restoration, commencing with the date of the loss and not limited by the expiration date of this Policy, as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the damaged property as may be destroyed or damaged.

- 64.15. **Securities** means all negotiable and non-negotiable instruments or contracts representing **money** or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include **money**.
- 64.16. **Suppliers** means businesses supplying products, equipment material or services to the **Insured**.
- 64.17. **Tack** means all types of harnesses, saddles, bridles and related equipment designed for use with **livestock**.
- 64.18. **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.

All other terms and conditions of the Policy remain unchanged.