

## Amendments Clauses Canada

Current version	Clauses based on Terms and Conditions CA 11.2
New version	Clauses based on Terms and Conditions CA 12.1
	(GTBCA-PV-01-221)

### Amendments

Clause title	Clause text (CA 11.2)	Clause text (CA 12.1)	Explanation
LIMIT CLAUSES			
Policy limit	Contrary to the Terms and Conditions CA.11-1 the indemnity for Section I (Property) combined with Section II (Crop and business interruption) per event, is maximized to a limit as noted on the 'Declaration Page' under 'Policy limit'.	Contrary to the Terms and Conditions, the indemnity for Property (greenhouses, commercial buildings, other structures) combined with Crops in greenhouses and Business interruption per event, is maximized to a limit as noted on the "Declaration Page" under Limits.	Reference to terminolog in new Terms and Conditions CA 12.1.
Accounts receivable	Cover against loss of sums owed to the insured by its customers that are uncollectible because of damage by an insured peril to accounts receivable records. A daily external back-up is required.	Cover against loss of sums owed to the insured by its customers that are uncollectible because of damage by an insured peril to accounts receivable records. A daily external back-up is required.	Explanation about supplementary coverage in limits added.
		The limit of coverage for loss of this supplementary coverage is included in, and not in addition to, the limits of insurance shown on the "Declaration Page".	
Plastic covering material	Further to 'What we will pay' of Section I. Property of the Terms and Conditions CA.11-1 for plastic covering material, we will use the actual cash value to calculate the compensation for the damage, if the actual cash value is less than 40% of the replacement cost value.	Contrary to the Terms and Conditions, Chapter 6.2.4 What we will pay, we will use the actual cash value to calculate the compensation for the damage of plastic covering material if the actual cash value is less than 40% of the replacement cost value.	Reference to new Terms and Conditions CA 12.1.
Hazardous substances in packaging		The maximum quantity of hazardous substances in packaging is \$\$Tekstblok\$\$ kg/litre.	New limit



		Note: if the quantity at your location is higher, report the matter to your advisor immediately.	
Hazardous substances in storage tanks		The maximum annual throughput of hazardous substances in storage tanks is \$\$Tekstblok\$\$ litres. Note: if the throughput is higher, report the matter to your advisor immediately.	New limit
CHP Installation Machinery breakdown	<ul> <li>Further to the Extended property coverage of the Terms and Conditions CA-11.1 cover for the CHP installation at the risk location only applies if the CHP installation: <ul> <li>a is working or;</li> <li>b is ready for use, or;</li> <li>c is being cleaned, inspected, repaired, reviewed, moved or dismantled for that reason.</li> </ul> </li> <li>In addition to the Terms and Conditions the following conditions are applicable: <ul> <li>A maintenance contract is in force for the CHP-installation and the transformation station and the insured can apply to this contract in case of malfunction of it.</li> <li>The insured is required to install and operate the transformation stations, CHP installations and exhaust gas treatment systems and all accessories according to the applicable instructions, to observe the guarantee provisions, to maintain them and have inspections carried out, as prescribed by the manufacturer of the aforementioned items.</li> <li>Maintenance, operating hours, inspections, motor and motoroil checks and maintenance actions are registered in a logbook.</li> <li>The motor oil need to be refreshed in time or refilled to the desired level according to the manufacturers prescription.</li> </ul> </li> </ul>	Contrary to the Terms and Conditions, Chapter 8 Exclusions, Machinery breakdown, the Extended coverage for the CHP's \$\$Tekstblok\$\$ at the risk location does apply, but only if the CHP installation: a is working or; b is ready for use, or; c is being cleaned, inspected, repaired, reviewed, moved or dismantled for that reason. In addition to the Terms and Conditions, the following conditions are applicable: • A maintenance contract is in force for the CHP installation and the transformation station and the insured can apply to this contract in case of malfunction of it. • The insured is required to install and operate the transformation stations, CHP installations and exhaust gas treatment systems and all accessories according to the applicable instructions, to observe the guaranteed provisions, to maintain them and have inspections carried out, as prescribed by the manufacturer of the aforementioned items. • Maintenance is carried out according to the prescribed instructions of the manufacturer and following the inspection. • Maintenance, operating hours, inspections, motor and motor oil checks and maintenance actions are registered in a logbook. • The motor oil needs to be refreshed in time or refilled to the desired level according to the manufacturer's prescription.	Addition to Terms and Conditions CA 11.2 is replaced by contrary terms in order to Exclusion 24. Machinery breakdown in Chapter 8 of Terms and Conditions CA 12.1. This clause is now optional to include Machinery breakdown for CHP installations. Definition of CHP Installation removed, added to Chapter 9. Definitions in Terms and Conditions CA 12.1.



	Definition CHP installation: The installation which produces electricity and heat. The installation consists of the following: engine, generator, gastrain, heat exchanger, accompanying measuring and regulating equipment, casing, chimney and other accessories and appurtenances for the functioning of the installation.	This policy excludes any loss or damage covered by any other contract.	
CHP Installation actual cash value	The insured value of the CHP installation: The insured value of the CHP installation is based on the actual cash value. Contrary to the Terms and Conditions, on page 11, Section I.Property, "What we will pay", damage or loss of the CHP Installation will be calculated and reimbursed based on the actual cash value of the CHP installation as noted on the Declaration Page. Definition CHP installation: The installation which produces electricity and heat. The installation consists of the following: engine, generator, gastrain, heat exchanger, accompanying measuring and regulating equipment, casing, chimney and other accessories and appurtenances for the functioning of the installation.	The insured value of CHP('s) \$\$Tekstblok\$\$ is based on the actual cash value. Contrary to the Terms and Conditions, Chapter 6.2.4 What we will pay, damage or loss of the CHP installation will be calculated and reimbursed based on the actual cash value of the CHP installation as noted on the "Declaration Page".	Reference to new Terms and Conditions CA 12.1. Reference to CHP Installation object attribute added to distinguish insurance value between different CHP Installations. Definition of CHP Installation removed, is added to Chapter 9. Definitions in Terms and Conditions CA 12.1.
Employees personal property	Employees personal property, other than motor vehicles, is insured under this policy, but only for such loss or damage that occurs at the risk location.	Employees personal property, other than motor vehicles, is insured under this policy, but only for such loss or damage that occurs at the risk location. The limit of coverage for loss of this supplemental coverage is included in, and not in addition to, the limits of insurance shown on the "Declaration Page".	Explanation about supplementary coverage in limits added.
Crime coverage	<ul> <li>We will cover for money, securities and other property against a variety of criminal acts, such as employee theft, robbery, forgery, extortion and computer fraud.</li> <li>1 Employee theft</li> <li>2 Forgery or alteration</li> <li>3 Inside the premises - theft of money and securities</li> <li>4 Inside the premises - robbery or safe burglary of other property</li> <li>5 Outside the premises</li> </ul>	<ul> <li>We will cover for money, securities and other property against a variety of criminal acts, such as employee theft, robbery, forgery, extortion and computer fraud.</li> <li>1 Employee theft</li> <li>2 Forgery or alteration</li> <li>3 Inside the premises - theft of money and securities</li> <li>4 Inside the premises - robbery or safe burglary of other property</li> <li>5 Outside the premises</li> </ul>	Explanation about supplementary coverage in limits added.



	6 Computer fraud 7 Funds transfer fraud 8 Money orders and counterfeit money This clause is not subject to a deductible.	<ul> <li>6 Computer fraud</li> <li>7 Funds transfer fraud</li> <li>8 Money orders and counterfeit money</li> <li>This clause is not subject to a deductible.</li> <li>The limit of coverage for loss of this supplementary</li> <li>coverage is included in, and not in addition to, the limits of</li> <li>insurance shown on the "Declaration Page".</li> </ul>	
Construction work	<ul> <li>Except if otherwise stated in this clause, all others terms and conditions to this policy remain unchanged and in effect.</li> <li>Property in course of construction</li> <li>In addition to the Terms and condition is also insured under section I Property:</li> <li>A Property as mentioned under "construction work" on your "Declaration Page" in course of construction, installation, erection, start up, testing and commissioning, demolition or repair.</li> <li>B Property consisting of temporary utilities and facilities (including but not limited to power supply equipment, water supply systems, sanitary and first–aid equipment, job site offices and other property of similar nature), which is not incorporated into the project but which is necessary to complete the construction operations, provided the value thereof is included in the declared estimated values of the insured project on the "Declaration Page".</li> <li>Additional perils insured</li> <li>In addition to the insured perils according to the Terms and Conditions this policy also covers: <ul> <li>Consequential loss or damage due to natural influences as noted under exclusion 26.</li> <li>Damage or loss of a product due to the natural influence itself remains excluded</li> <li>Temporary Removal</li> </ul> </li> </ul>	<ul> <li>Except if otherwise stated in this clause, all other Terms and Conditions to this policy remain unchanged and in effect.</li> <li>Property in course of construction <ul> <li>In addition to the Terms and Conditions, the following is also insured under Chapter 6.2 Property:</li> <li>Property as mentioned under "construction work" on your "Declaration Page" in the course of construction, installation, erection, start up, testing and commissioning, demolition or repair.</li> <li>Property consisting of temporary utilities and facilities (including but not limited to power supply equipment, water supply systems, sanitary and first–aid equipment, job site offices and other property of similar nature), which is not incorporated into the project, but which is necessary to complete the construction operations, provided the value thereof is included in the declared estimated values of the insured project on the "Declaration Page".</li> </ul> </li> <li>Additional perils insured</li> <li>In addition to the insured perils according to the Terms and Conditions, this policy also covers: <ul> <li>Consequential loss or damage due to Natural influences; as noted under in the Terms and Conditions of Chapter 8 Exclusions. Damage or loss of a product due to the natural influence itself remains excluded.</li> <li>Temporary Removal; this coverage hereby includes the cost of removal (from its location) of insured property endangered by a peril for which indemnity is provided</li> </ul> </li> </ul>	Reference to new Terms and Conditions CA 12.1. Limits added in clause, these will no longer be mentioned under Limits on the "Declaration page".

This coverage hereby includes the cost of removal (from its location) of insured property

endangered by a peril for which indemnity is provided under this policy, and destruction of

insured property at the order of civil authority at the time of and for the purpose of preventing

further damage from an insured peril.

- Civil or Military Authority It is understood and agreed that property which is insured hereunder is also covered against

the risk of damage or destruction by civil or military authority (de facto or de jure) during

conflagration or other catastrophe and for the purpose of retarding same, provided that neither

such conflagration or other catastrophe nor such damage or destruction is caused or contributed

to by war or invasion, revolution, rebellion, insurrection or other hostilities or warlike operation.

Transit

This policy applies with respect to property insured anywhere within Canada whilst in transit within and between any place within Canada or in transshipment in Canadian coastal or inland waterways, to a limit as noted on the "Declaration Page", and is secondary to transit insurance effected elsewhere.

- Theft without damage or forced entry to the greenhouse or commercial building

Contrary to the exclusion 42. Theft, vandalism or break-in, this policy covers theft without

damage or forced entry to the greenhouse or commercial building. The limit of liability per

occurrence will never be more than noted on the "Declaration Page" under Section I. Property

according to clause on clause sheet. Coverage will only apply if all containers are unloaded,

cladding bars are stored inside a building which is closed after working hours.

- Property and perils excluded
  - Exclusions not applicable

under this policy, and destruction of insured property at the order of civil authority at the time of and for the purpose of preventing further damage from an insured peril.

- Civil or Military Authority; it is understood and agreed that property which is insured hereunder is also covered against the risk of damage or destruction by civil or military authority (de facto or de jure) during conflagration or other catastrophe and for the purpose of retarding same, provided that neither such conflagration or other catastrophe nor such damage or destruction is caused or contributed to by war or invasion, revolution, rebellion, insurrection or other hostilities or warlike operation.
- Transit; this policy applies with respect to property insured anywhere within Canada whilst in transit within and between any place within Canada or in transshipment in Canadian coastal or inland waterways, to a limit of CAD 100,000, and is secondary to transit insurance effected elsewhere.
- Theft without damage or forced entry to the greenhouse or commercial building; contrary to the Terms and Conditions, Chapter 8 Exclusions Theft, vandalism or break-in, this policy covers theft without damage or forced entry to the greenhouse or commercial building. The limit per occurrence will never exceed CAD 100,000. Coverage will only apply if all containers are unloaded, cladding bars are stored inside a building which is closed after working hours.

### Property and perils excluded

Contrary to the Terms and Conditions, the following exclusions are not applicable to this policy: Inherent vice to greenhouse and commercial buildings, Machinery breakdown, Normal maintenance or a lack of maintenance, Setting error. Parts of these exclusions may be excluded otherwise hereunder.

In addition to the excluded perils and cover limiting conditions, this policy does not insure:

Machinery breakdown

Contrary the Terms and conditions the following exclusions are not applicable to this policy:

11. Fault, 16. Inherent vice to greenhouse and commercial buildings, 21. Machinery breakdown,

27. Normal maintenance or a lack of maintenance, 37. Setting error, 43. Under construction.

Parts of these exclusions may be excluded otherwise here under.

### Additional exclusions

In addition to the excluded perils and cover limiting conditions this policy does not insure:

- Machinery breakdown
- Machinery breakdown on crop

- when causing standstill of crop handling systems and therefore a delay in delivery of your output, or climate damage, water and nutrition

damage or light damage to your

crop.

- unless the extended coverage is noted on your "Declaration Page" under coverage and limits insured.

- Machinery breakdown to moving work equipment

- Standstill due to maintenance or a lack of maintenance

Standstill of the machinery due to maintenance or damage resulting from a lack of maintenance.

maintenance.

- Contractors equipment Contractors' equipment of every description except

scaffolding, temporary structures, wood and metal forms, tarpaulins, provided that the value or

values of such items are included in

the values reported and noted on the "Declaration Page".

- Defective design, plan, specification, material and workmanship

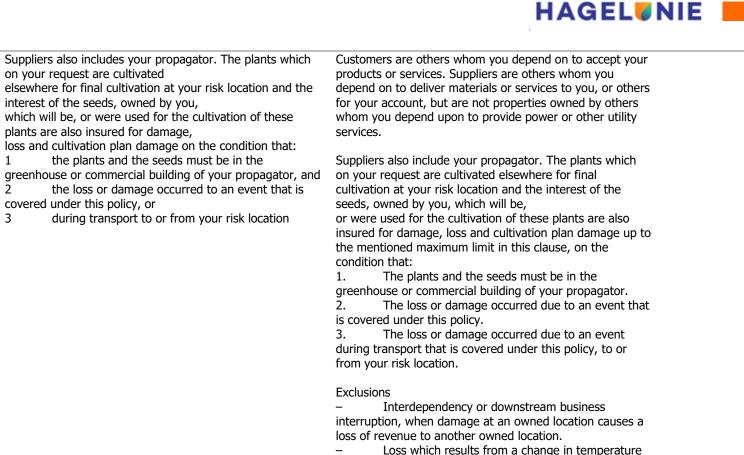
Loss of or damage to and the cost necessary to replace, repair or rectify any component part

or individual item of the property insured which is defective in design, plan, specification,

- Machinery breakdown on crop. When causing standstill of crop handling systems and therefore a delay in delivery of your output, or climate damage, water and nutrition damage or light damage to your crop. Unless the Extended coverage is noted on your "Declaration Page" under Crops in greenhouses and Business interruption.
- Machinery breakdown to moving work equipment. Standstill due to maintenance or a lack of maintenance. Standstill of the machinery due to maintenance or damage resulting from a lack of maintenance.
- Contractors' equipment of every description except scaffolding, temporary structures, wood and metal forms, tarpaulins, provided that the value or values of such items are included in the values reported and noted on the "Declaration Page".
- Defective design, plan, specification, material and workmanship. Loss of or damage to and the cost necessary to replace, repair or rectify any component part or individual item of the property insured which is defective in design, plan, specification, materials or workmanship. This includes the loss or damage of insured property to enable the replacement, repair or rectification of Property insured which is defective in design, plan, specification, material or workmanship. It shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.
- Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions.
- Settling or shrinkage of walls, floors, foundations or ceilings, but this exclusion shall not apply to damage resulting from settling or shrinkage of walls, floors, foundations or ceilings.



	<ul> <li>materials or workmanship. This includes the lost or damaged of insured property to enable the replacement, repair or rectification of Property insured which is defective in design, plan, specification, material or workmanship. It shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.</li> <li>Penalties or liquidated damages</li> <li>Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions.</li> <li>Settling or shrinkage</li> <li>Settling or shrinkage of walls, floors, foundations or ceilings, but this exclusion shall not apply to damage resulting from settling or shrinkage of walls, floors, foundations or ceilings.</li> <li>Insured</li> <li>In addition to the Terms and Conditions this policy applies for damage and loss due to acts and omissions of the following interested parties:</li> <li>Project Manager(s);</li> <li>Construction Manager(s);</li> <li>Sub-Contractor(s) engaged or under contract to perform installation, construction, reconstruction, site preparation, repair, erection, fabrication, testing or demolition operations at the project site.</li> <li>Loss Payable: The named insured is the sole loss payee under this policy.</li> </ul>	<ul> <li>Insured</li> <li>In addition to the Terms and Conditions, this policy applies for damage and loss due to acts and omissions of the following interested parties: <ul> <li>Project Manager(s);</li> <li>Construction Manager(s);</li> <li>Prime Contractor(s) engaged or under contract to perform installation, construction, reconstruction, site preparation, repair, erection, fabrication, testing or demolition operations at the project site.</li> <li>Loss Payable: The named insured is the sole loss payee under this policy.</li> </ul> </li> </ul>	
Contingent business interruption	Indemnity cover up to a maximum of 20% of the sum insured of crop and business interruption to compensate for the losses incurred due to interruption or stoppage of suppliers' or customer' business situated in Canada as a consequence of an event insured under this policy.	Indemnity cover up to a maximum of 20% of the sum insured of Crops in greenhouses and Business interruption to compensate for the losses incurred due to interruption or stoppage of suppliers' or customers' business situated in Canada or USA as a consequence of an event covered under this policy.	Textual amendments to clarify coverage and exclusions added.



due to damage to heating or cooling equipment.

Off risk location	Contrary to the Terms and Conditions CA-11.2 and up to a	Contrary to the Terms and Conditions, Chapter 8	Reference to new Terms
Service Interruption	maximum of CAD, for Section II Crop and Business	Exclusions, we insure a service interruption of water,	and Conditions CA 12.1.
Electrical, Water &	interruption coverage, we insure a service interruption of	electrical power and natural gas, as a result of on site and	
Natural Gas	water, electrical power and natural gas, as a result of on site and off premises damage by an event covered under	off premises damage by an event covered under this policy, under the condition that:	Limit in CAD is changed to limit in % of sum
	this policy, under the condition that: - a working generator of sufficient capacity automatically starts up in case of a power failure and is provided with fuel for at least 12 hours;	<ul> <li>a working generator of sufficient capacity automatically starts up in case of a power failure and is provided with fuel for at least 12 hours;</li> <li>for water a backup water supply is available for at</li> </ul>	insured (10 or 100%).
		least 48 hours;	

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	<ul> <li>for water a backup water supply is available for at least 48 hours;</li> <li>for natural gas the heating system is equipped with a backup system for oil heating with a minimum reserve oil of 48 hours.</li> <li>Unless this provision for backup is not available or out of order due to the same event.</li> </ul>	<ul> <li>for natural gas the heating system is equipped with a backup system for oil heating with a minimum reserve oil of 48 hours.</li> <li>Unless this provision for backup is not available or out of order due to the same event.</li> <li>We will pay up to a maximum of \$10% of\$ the sum insured for Crops in greenhouses and Business interruption.</li> </ul>	
Civil authority	For a maximum period of 4 weeks we will pay for the actual loss of business income you sustain and necessary extra cost caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from an insured peril.	For a maximum period of 4 weeks, we will pay for the actual loss of business income you sustain and necessary extra costs caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from an insured peril.	No amendments.

GENERAL CLAUSES

Temporary coverage extension after the renewal of your Hagelunie policy	This policy has been issued after the renewal of your Hagelunie policy. The new Terms and Conditions CA 12.1 apply to this policy. You can choose to use Terms and Conditions 11.2 until << prolongatiedatum + 1 jaar >>, when they would be more beneficial to your claim settlement. If you cancel any coverages of this Hagelunie policy, this temporary coverage extension clause cannot be applied to the coverages you cancelled. If you wish to invoke the former Terms and Conditions CA 11.2, they will be applied in their entirety to your claim settlement. It is not permitted to invoke only a part of the former Terms and Conditions CA 11.2.	New clause for temporary coverage extension between old and new Terms and Conditions (version CA 11.2 and CA 12.1).
Additional deductible per event	An additional deductible of \$\$Extra eigen risico (215A)\$\$ per event applies for damage caused by \$\$Tekstblok\$\$.	New clause, optional to add an additional deductible (due to claim history etc.).



Subject to inspection	Because we still do not have enough risk information about your company, this policy is subject to a further assessment thereof by Hagelunie. Therefore our technical inspector will visit your company shortly. It is possible that as a result of the findings during this inspection that premiums and/or conditions will be amended and/or further prevention measures will be considered necessary by Hagelunie.	<ul> <li>A risk expert will soon assess your insurance application.</li> <li>We may then adjust the premium or the conditions accordingly.</li> <li>We may refuse or terminate the insurance.</li> <li>We may also ask you to take certain preventive measures to reduce a risk.</li> </ul>	Textual amendment.
Only tenants interest insured		<ul> <li>Only the tenant's interest is insured.</li> <li>Not the whole building.</li> <li>The tenant's interest consists of \$\$Tekstblok\$\$.</li> <li>This does not apply if another insurance covers the damage.</li> </ul>	New clause to insure tenants interest when property is rented.
Actual cash value	Flexclause	<ul> <li>In the event of a claim, we determine the loss amount at actual cash value. This differs from the damage assessment as described in the Terms and Conditions, Chapter 6.2.4 What we will pay. We determine the actual cost value as follows:</li> <li>The replacement value minus an amount due to the fact that the damaged property is obsolete, worn, weathered or inadequately maintained.</li> </ul>	New clause to insure property based on actua cash value.
Flood	<ul> <li>We will cover loss of damage due to a general and temporary condition of partial or complete inundation of normally dry land area, during only one continuous period of 168 hours, from: <ol> <li>the overflow of inland or tidal waters;</li> <li>the unusual and rapid accumulation or run-off of surface waters;</li> <li>or the spray from any of them, whether driven by wind or not.</li> </ol> </li> </ul>	<ul> <li>We will cover loss of or damage to items on your</li> <li>"Declaration Page" due to a general and temporary condition of partial or complete inundation of normally dry land area, during only one continuous period of 168 hours, due to:</li> <li>1. the overflow of inland or tidal waters;</li> <li>2. the unusual and rapid accumulation or run-off of surface waters;</li> <li>3. or the spray from any of the above, whether caused by wind or not.</li> </ul>	Textual amendment.
	Flood includes expenses to remove debris deposited on property of the insured by flood. If any flood occurs within a period of the continued rising or overflow of any natural or manmade bodies of water and the subsidence of same within their banks; or results	We will also cover the expenses to remove debris deposited on property of the insured by flood. If a flood occurs within a period of the continued rising or overflow of any natural or man-made bodies of water and the subsidence of the same within their banks; or results	

	from any waves, including tsunami waves, tides, tidal waves or series of tidal waves caused by any one disturbance; such flood shall be deemed to be a single occurrence within the meaning of this policy. Should any flood commence prior to the expiration of this policy and extend beyond the expiration date of this policy, this policy shall pay for all such losses occurring during such period as if such period fell entirely within the term of	from any waves, including tsunami waves, tides, tidal waves or series of tidal waves caused by any one disturbance; such flood shall be deemed to be a single occurrence within the meaning of this policy. Should a flood commence prior to the expiration of this policy and extend beyond the expiration date of this policy, this policy shall pay for all such losses occurring during such period as if such period fell entirely within the term of	
	this policy. But we will not be liable for any loss commencing before the effective date and time or commencing after the expiration date and time of this policy.	this policy. However, we will not be liable for any loss commencing before the effective date and time or commencing after the expiration date and time of this policy.	
Earthquake		<ul> <li>We will cover physical damage to or loss of items insured and any time element loss (business interruption, contingent business interruption or any other consequential losses) directly resulting there from where such physical damage or loss is directly caused by or arising from an earthquake.</li> <li>For the items as noted on your "Declaration Page".</li> <li>For the duration and extent of any loss occurrence limited to 168 consecutive hours as regards an earthquake or sea quake with the same epicenter.</li> <li>Including loss of or damage to items insured caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from an earthquake.</li> <li>Earthquake includes snowslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.</li> </ul>	New clause to optional include earthquake. Exclusion added in Terms and Conditions CA 12.1 Chapter 8.
		This coverage does not include loss or damage caused directly or indirectly by any of the following perils, whether caused by or attributable to an earthquake: a. fire, explosion or smoke; b. flood, including surface water, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice; c. theft, vandalism or malicious acts;	



		d. leakage from fire protective equipment.	
Guarantee against underinsurance excluded	We will not appeal to underinsurance for damage to the following objects: Greenhouses Commercial buildings Inventory and Items in stock This guarantee against underinsurance applies until <date>. The guarantee even extends above the Sum insured and remains in force under the condition that you inform us as soon as possible, yet no later than within 30 days, of changes to the object, which means that the reinstatement value or new value rises by 10% or more.</date>	Contrary to the Terms and Conditions, Chapter 4.15 Guarantee against underinsurance, the guarantee against underinsurance does not apply to this insured object.	Reference to new Terms and Conditions CA 12.1.
Invisible damage		The insurance does not cover invisible damage to solar panels. For example, micro-fractures or micro-cracks. Invisible damage means damage which you can only see when using measuring equipment or other technical tools.	New clause with exclusion for microcracks etc. in solar panels.
Depreciation of plastic film	Flexclause	The plastic film is insured on a replacement value basis, minus a deduction of \$\$tekstblok (percentage)\$\$ per year from the time the plastic film is 1 year old.	New clause with variable for depreciation rate.
Depreciation of plastic roof and wall panels	Flexclause	Plastic roof and wall panels are insured on an actual cash value basis until the 8th year after original installation. From the 8th year, the actual cash value of the plastic roof and wall panels is depreciated at \$\$tekstblok (percentage)\$\$ per year. A minimum value of 20% applies in all cases.	New clause with variable for depreciation rate.
Screen cloth and screen film in greenhouses	This policy is issued under the conditions that curtains, when replaced or newly applied, are in a fire-retardant quality in accordance with NTA 8825 class 1. Considering the average life span of screen cloth, we assume that all cloths will be replaced within a period of 5 years for fire retardant cloth according to the NTA 8825 class 1.	<ul> <li>Screen cloth and film applied for energy saving and/or light shielding in greenhouses must be fire retardant and comply with NTA 8825/EN 13501. The following classes apply to the screens and film:</li> <li>Horizontal screens: class 1.</li> <li>Vertical wall screens: class 3.</li> <li>Screen film: class 4.</li> </ul>	Textual amendment with end date (no later than December 31th 2025).



		Existing screen cloths that do not meet the above standards must be replaced as soon as possible and no later than \$\$date\$\$. Damage and loss due to fire that is caused or aggravated by the presence of a standard, non-fire retardant fabric is excluded from coverage after \$\$date\$\$.	
Spraying work exclusion	Flexclause	Damage caused by spraying with liquids with a flash point of 55 degrees Celsius or lower is excluded.	New clause.
Fire exclusion		Damage caused by fire or fire extinguishing is excluded for Property not covered for fire damage.	Exclusion for Movable property and Crops in greenhouses if Fire coverage is unchecked at Property.
Storm exclusion		Storm damage is excluded for Property not covered for storm damage.	Exclusion for Movable property and Crops in greenhouses if Storm coverage is unchecked at Property.
Hail exclusion		<ul> <li>Hail damage is excluded for Property not covered for hail damage.</li> <li>Hail damage during a storm is also not insured.</li> </ul>	Exclusion for Movable property and Crops in greenhouses if Hail coverage is unchecked at Property.
Snow or ice weight exclusion	<b>Poly snow pressure not insured</b> Contrary to the 'Terms and Conditions CA-11.1, Excluded perils and cover Limiting conditions, 30. Overloading or abnormal conditions' is collapse, sag and overload by weight of snow/ice/sleet/ precipitation pressure, for Poly greenhouses excluded of this policy.	Damage caused by the weight of snow or ice is excluded for Property not covered for the weight of snow and ice.	Exclusion for Movable property and Crops in greenhouses if Snow or ice coverage is unchecked at Property.
Water weight exclusion		Damage caused by the weight of water is excluded for Property not covered for the weight of water.	Exclusion for Movable property and Crops in greenhouses if Water coverage is unchecked at Property.
Overflowing gutters exclusion		Damage caused by the overflow or discharge of rainwater from gutters or above-ground drains is excluded.	Exclusion for Movable property and Crops in greenhouses if Water



			coverage is unchecked at Property.
Hot work	Flexclause	This insurance is taken out on the express condition that, during work involving the use of open fire such as: welding, cutting, flame soldering, burning off paint, roofing and the like, all safety measures are taken as described in the hot work permit (hot work procedures checklist as issued by Hagelunie).	New clause with fixed text.
		If, in case of damage, the insured is found to have failed to fulfil their obligations, they lose all rights to compensation unless they prove that this did not cause the damage or is unrelated to them.	
Exclusion	Flexclause	Excluded is: \$\$Tekstblok (object/onderdeel)\$\$	New clause to exclude parts of objects or coverages.
Secondary insurer	Flexclause	This policy excludes losses to the extent these are recoverable under \$\$Tekstblok (verzekeraar + polisnr)\$\$. Further, our insurance is conditional on the \$\$Afleiding 1e	New clause.
		tekstblok\$\$ (or renewal replacements thereof) remaining in force and valid.	
Plastic fixtures	Flexclause	Fire damage caused by assimilation lighting fixtures with a housing made entirely or partly of plastic is excluded from this policy.	New clause.
Maximum compensation	page", in case of damage a maximum of \$\$Bedrag comp		New clause with limited compensation due to old buildings etc.
Mortgage clause	1 It has hereby provided and agreed that: Breach of Conditions by Mortgagor, Owner or Occupant - This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN – is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the Mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non- occupancy, or the occupation of the property for purposes	1 It has hereby been provided and agreed that: Breach of Conditions by Mortgagor, Owner or Occupant - This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the Mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non- occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the	No amendments.

more hazardous than specified in the description of the risk; PROVIDED ALWAYS that the Mortgagee shall notify forthwith the insurer (if known) of any vacancy or nonoccupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

2 Right of Subrogation - Whenever the Insurer pays the Mortgagee any loss this policy and claims that - as to the Mortgagor or Owner- no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured, but any subrogation shall be be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of he Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer, or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

3 Other Insurance - if there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

4 Who May Give Proof Of Loss - in the absence of the Insured, or the liability, refusal or neglect of the Insured to give notice of loss to deliver the Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as is practicable to the Proof of Loss. risk; PROVIDED ALWAYS that the Mortgagee shall notify forthwith the insurer (if known) of any vacancy or nonoccupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO ITS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee – on reasonable demand – from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

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5 Termination - The term of this Mortgage Clause coincides with the term of the policy; PROVIDED ALWAYS that the Insured reserves the right to cancel the policy as provided



5 Termination - The term of this Mortgage Clause coincides with the term of the policy; PROVIDED ALWAYS that the Insured reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

6 Foreclosure - Should title or ownership of said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns. SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee. by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

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#### COMMERCIAL BUILDING CLAUSES

Additional living expenses employees residence		In addition to the Terms and Conditions, Chapter 6.2 Property, this policy provides coverage for additional living expenses in case of damage or loss of the insured commercial building resulting in uninhabitability by an event covered under this policy. This coverage applies to a limit of 10% of the sum insured of the commercial building as noted on the "Declaration Page".	New clause to cover additional living expenses in case a covered event damages the employee residence on the insured risk location.
INVENTORY CLAUSES			
Collision, crash and theft of moving work equipment	Moving work equipment is insured under this policy, also for the risk of theft and collision on the following conditions: We indemnify to an amount whichever is the least of: - the actual cash value of the moving work	In addition to the Terms and Conditions, Chapter 6.3.1 Standard coverage for Inventory as noted on this policy, also provides coverage for physical loss or damage of moving work equipment due to collision, crash and theft under the following conditions: - the event took place at the risk	Textual amendments to clarify coverage and match new Terms and Conditions CA 12.1.
	equipment at The time of lost or damage	location;	



- the interest of the insured in the moving work equipment

- the amount of insurance as specifically noted on this Declaration Page for moving work equipment

For direct physical loss or damage to the moving work equipment due to collision, crash and theft on the condition that:

- Collision and crash:

took place on the risk location;

- damage or loss is not caused by or resulting from the weight of any load;

- damage or loss is not caused by wear and tear, latend defect or inherent vice, mechanical

breakdown or derangement;

- damage or loss was not caused by a criminal or willful act or omission by you or employees.

- Theft without forcible entry of the greenhouse or commercial building:

- the equipment was provided with a track and trace.

We are liable for the amount by which the loss or damage caused by the named perils in this clause exceeds the amount of the deductible specified for Inventory on this Declaration Page

in any one occurrence.

We do not insure:

- moving work equipment illegally acquired, kept, stored or transported or moving work

equipment seized or confiscated for breach of any law or by order of any public

authority;

- automobiles, aircraft, watercraft, motorcycles or similar conveyances, notes, securities,

- damage or loss is not caused by or resulting from the weight of any load;

damage or loss is not caused by wear and tear, latent defect or inherent vice, mechanical breakdown or failure;

- theft took place without forcible entry of the greenhouse or commercial building;

- the equipment was provided with a track and trace system.

We do not insure:

 moving work equipment illegally acquired, kept, stored or transported or moving work

equipment seized or confiscated for breach of any law or by order of any public authority;

- automobiles, aircraft, watercraft, motorcycles or similar vehicles; notes, securities, accounts, bills, evidence of debt or valuable papers, plans, blueprints design of specification;
- personal belongings or personal effects;
- moving work equipment while located

underground, in caissons or underwater;

- moving work equipment while waterborne from commencement of loading until the

completion of discharge;

- moving work equipment leased, rented or loaned to others.

We will pay up to the insured amount for Inventory, minus the deductible for Inventory mentioned on this "Declaration page".

We indemnify to an amount whichever is the least of:

- the actual cash value of the moving work equipment at the time of loss or damage;

the amount of insurance for moving work equipment that is specified by you at the commencement of the insurance.



	accounts, bills, evidence of debt or valuable papers, plans, blueprints designs of specification; - personal belongings or personal effects; - moving work equipment while located underground, in caissons or underwater; - moving work equipment while waterborne from commencement of loading until the completion of discharge; - moving work equipment leased, rented or loaned to others.		
Actual cash value		For this insurance, the loss amount is determined on the basis of actual cash value only.	New clause for claim settlement.
ITEMS IN STOCK CLAUSES			
Items in stock in cold stores		Contrary to the Terms and Conditions, Chapter 8 Exclusions, Items in stock in cold stores, this policy provides coverage for items in stock in cold stores under the following conditions: - The spoilage of the items in stock in cold stores are a result of a sudden and unforeseen machine breakage of the cooling system. - The security equipment, alarm systems and reporting systems for the items in stock in cold stores: - are in place; - are switched on; - set correctly and accurately; - register the results of their measurements for at least 24 hours prior to an event; and - are tested at uniform and scheduled intervals of time. You must ensure that in case of a deviation of desired values an alarm signal is sent and this signal is directly received by someone who is adequately trained and who responds immediately, or contacts another person who is adequately trained and who responds immediately.	New clause for new coverage



We will pay up to the sum insured for items in stock as noted on your "Declaration Page" minus the deductible.

Guarantee against underinsurance included	In addition to the Terms and Conditions, Chapter 4.15 Guarantee against underinsurance, the guarantee against underinsurance also applies to this insured item.	New clause for additional guarantee against underinsurance for Items in stock.
CROPS IN GREENHOUSES CLAUSES		
Conditions for light damage	<ul> <li>In addition to the Terms and Conditions, Chapter 6.4.2, the Extended coverage for the light damage only applies if the CHP installations: <ul> <li>a are working;</li> <li>b are ready for use;</li> <li>c are being cleaned, inspected, repaired, reviewed, moved or dismantled for that reason.</li> </ul> </li> <li>In case of light damage due to machinery breakdown, the insured must be able to prove that the following conditions have been met: <ul> <li>A maintenance contract is in force for the CHP installation and the transformation station and the insured can apply to this contract in case of malfunction of it.</li> <li>The insured is required to install and operate the transformation stations, CHP installations and exhaust gas treatment systems and all accessories according to the applicable instructions, to observe the guaranteed provisions, to maintain them and have inspections carried out, as prescribed by the manufacturer of the aforementioned items.</li> </ul> </li> <li>Maintenance is carried out according to the prescribed instructions of the manufacturer and following the inspection.</li> </ul>	New clause with extra conditions for light damage (for lightening from CHP installation).



	<ul> <li>Maintenance, operating hours, inspections, motor and motor oil checks and maintenance actions are registered in a logbook.</li> <li>The motor oil needs to be refreshed in time or refilled to the desired level according to the manufacturer's prescription.</li> </ul>	
Cover period for bulbs and tubers	In addition to the insurance Terms and Conditions, Chapter 9 Definitions, Crop means plant material: – Bulbs and tubers intended for cultivation; – and are present in a cold store or other room at the risk address; – during the period from 52 weeks before cultivation until the start of cultivation.	New clause to optional add coverage for bulbs and tubers under Crops in greenhouses.
Description of other crops	The full description of the crop is: \$\$Tekstblok\$\$.	New clause to add specific description to other Crops in greenhouses.
Additional provisions Flexclause for growing cannabis	Diseases In addition to the Terms and Conditions, Chapter 8 Exclusions, Diseases, viruses, fungal, mould damage: as a result of a covered event are also excluded from this policy.	3 former conditions added in one new fixed- text clause.
	Thirty days prior to cultivation and fifteen days after cultivation excluded Contrary to the Terms and Conditions, Chapter 6.4.1 Standard coverage (for Crops in greenhouses and Business interruption), the extended coverage for damage to thirty days prior to cultivation and fifteen days after cultivation is excluded from this policy.	
	Increased value of crops due to market fluctuations not applicable For the purpose of this policy, the following condition is not applicable: 'We extend the insured sum for crop with 30% if you can demonstrate to us that you have insured the expected annual revenue	



and due to market conditions, this expectation would have been exceeded when the damage had not occurred'. This condition can be found in our Terms and Conditions, Chapter 6.4.4 What we will pay.

### BUSINESS INTERRUPTION CLAUSES

Correct description of activity	Under activity <\$\$Bedrijfsactiviteitcode (202)\$\$>, the activity <\$\$juiste omschrijving activiteit\$\$> is insured.	New clause to add specific description when activity isn't available in
		general activity list.

### EXPIRED CLAUSES

Recharge of fire protection equipment	This coverage provides cover for expenses incurred to recharge fire protection equipment: 1 discharged to fight a fire on, or exposing, the premises insured under this policy, or 2 which was discharged as a result of loss or damage to the premises by any other covered peril. No deductible applies to this coverage.	Expired
Fine arts	Cover for paintings, rare books, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles and other bona fide works of arts, or items of rarity or historical value.	Expired
Property in transit	Cover for insured business property while in transit in Canada and USA. Only if the loss or damage to the property is caused by an accident and the vehicle as a result is damaged.	Coverage in new Terms and Conditions CA 12.1, Chapter 6.3.4.



Crops in transit	Cover for insured crops while in transit in Canada and USA. Only if the loss or damage to the crop is caused by an accident and the vehicle as a result is damaged.	Coverage in new Terms and Conditions CA 12.1, Chapter 6.4.3.
Garden, fencing, entrance gate and paved roadways	The insured property also contains the outdoor area property like: growing plants, trees, paved roadways, walks, patios, parkings lots, fencing and entrance gates.	Coverage under Property, see Terms and Conditions CA 12.1, Chapter 9 Definitions, Other structures.
Efficiency bonus	If you have not filed for a claim payment from February 1, 2020 to January 31, 2021 the efficiency bonus will be increased by 5% points to a maximum of 45% as of August 1, 2021. If a payment has been paid out to you in or for that period, the efficiency bonus will be reduced by 10% points to maximum the basic premium. At this time your efficiency bonus is 45%.	Expired
Commercial buildings	Commercial buildings are including all other permanent objects outside greenhouses and commercial buildings for the execution of your business activity at the risk location, unless excluded otherwise.	Coverage under Property, see Terms and Conditions CA 12.1, Chapter 9 Definitions, Commercial building.
CHP installation Machinery breakdown excluded	Contrary to the Extended property coverage of Section I is the loss or damage of the CHP Installation due to machinery breakdown, excluded from this policy. Definition CHP installation: The installation which produces electricity and heat. The installation consists of the following: engine, generator, gastrain, heat exchanger, accompanying measuring and regulating equipment, casing, chimney and other accessories and appurtenances for the functioning of the installation.	Exclusion added to Terms and Conditions CA 12.1 Chapter 8 Exclusions, 24. Machinery breakdown. Definition CHP installation added in Chapter 9 Definitions, CHP installation.
Gross profit	To calculate your claim for Section II. Crop and business interruption we will use the gross profit as mentioned on your "Declaration Page".	Expired; claim settlement is set out in Terms and Conditions CA 12.1 Chapter 6.4.4 What we will pay.

	Gross profit means any reduction in Net Profit plus fixed and variable Expenses which do not reduce proportionately to any reduction in sales revenue due to an event insured under this policy.	
Third party sorting, distributing & sales on the basis of gross profit	To calculate your claim for selling third party vegetables we will use the gross profit as noted on your "Declaration Page".	Expired; activity can be insured under Business interruption.
	Gross profit means any reduction in Net Profit plus fixed and variable Expenses which do not reduce proportionately to any reduction in sales revenue due to an event insured under this policy.	
Other sales	To calculate a claim for the other sales activities is based on gross profit as noted on your "Declaration Page".	Expired; activity can be insured under Business interruption.
	Gross profit means any reduction in Net Profit plus fixed and variable Expenses which do not reduce proportionately to any reduction in sales revenue due to an event insured under this policy.	
CO2	In addition to the machine breakage cover of the extended crop and business interruption coverage, this policy provides cover for an accidental deviation in the amount of CO2 from the boiler. A deviation in the composition of the CO2 (toxic gases) is not insured, unless a deviation is monitored, alerted and registered.	Expired
UBO declaration	European legislation on the prevention of money laundering and the finance of terrorism, obliges us to check at the start of each insurance policy that a company, its directors, proxies and its ultimate beneficial owner (UBO) is not on the international Sanctions list. It's not always possible to determine this on the basis of the available registers. For this reason we ask you to fill the UBO declaration. Without this UBO declaration and a positive result on the check	Expired; Policy issue without UBO check is legally not allowed.



	of the Sanction list we cannot issue an insurance agreement.	
Validity	This quote is valid until .	Expired; Validity is printed on quotation.
Mortgagee / Additional insureds	Flexclause	Expired; Mortgagees and additional insureds can be entered into the new system and will be noted on the "Declaration Page".