

Amendments Terms and Conditions CA 11.2 – CA 12.1

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

Amendments

Chapter	Terms and Conditions CA 11.2	Terms and Conditions CA 12.1	Explanation
1 INTRODUCTION			
1.1 About N.V. Hagelunie	 About N.V. Hagelunie You are insured with N.V. Hagelunie. N.V. Hagelunie is a Dutch organization. We are part of the Achmea Group. N.V. Hagelunie has its head office in Leiden, The Netherlands. 	 1.1 About N.V. Hagelunie You are insured with N.V. Hagelunie. N.V. Hagelunie is a Dutch organization. We are part of the Achmea Group. N.V. Hagelunie has its head office in Leiden, The Netherlands. The chief agency of N.V. Hagelunie is located in Toronto, Ontario, Canada. 	Addition of chief agency in Toronto
1.2 Contact Information N.V. Hagelunie	Contact Information N.V. Hagelunie N.V. Hagelunie Dellaertweg 1 2316 WZ Leiden, The Netherlands PO Box 109, 2300 AK, Leiden, The Netherlands T +31 71 568 99 77 F +31 71 568 99 88 E hageluniedesk@hagelunie.nl W www.hagelunie.nl In case of a claim, please contact us on +31 71 56 89 955 (you can reach us 24/7).	1.2 Contact Information N.V. Hagelunie N.V. Hagelunie 351 King Street East Toronto, Ontario M5A 1L1, Canada T 1-833-511-3869 E hagelunieCA@hagelunie.com W www.hagelunie.com In case of a claim, please contact us on 1-833-511-3870 (you can reach us 24/7).	Canadian address & phone number
1.3 Understanding your policy	Understanding your policy In order to properly understand the features and benefits of this policy, you need to carefully read the following: • These "Terms and Conditions".	 1.3 Understanding your policy In order to properly understand the features and benefits of this policy, you need to carefully read the following: These "Terms and Conditions". 	Explanation of use of statutory conditions. Addition of chief agency in Toronto.



- The Province specific "Statutory Conditions" that are attached to and form part of this policy.
- Those "Statutory Conditions" may deviate from these "Terms and Conditions".
- Where these "Terms and Conditions" are more beneficial to you, these prevail and vice versa.
- Your "Declaration Page" that contains specific details relevant to your policy and any additional terms specific to you and which can affect your cover.
- This policy contains clauses which may limit the amount payable.
- In these "Terms and Conditions" we use:
- You/Your/Yourself to address the person or persons noted on your "Declaration Page" who has concluded the insurance agreement with us. You can also be a company, partnership or other legal entity.
- Our /ourselves / We / Us means N.V. Hagelunie, the insurance company with whom the insurance contract has been concluded. N.V. Hagelunie has its head office in the Netherlands.

- For an insurance contract deemed to have been made in a province or territory other than Québec, the applicable jurisdiction specific "Statutory Conditions" that are attached to and form part of this policy.
- Those "Statutory Conditions" may deviate from these "Terms and Conditions".
- Where these "Terms and Conditions" are more beneficial to you than the "Statutory Conditions", these prevail and vice versa.
- For an insurance contract deemed to have been made in Québec, the "Additional Policy Conditions – Québec" that are attached to and form part of this policy.
- Those "Additional Policy Conditions Québec" may deviate from these "Terms and Conditions".
- To the extent that these "Terms and Conditions"
 conflict with the "Additional Policy Conditions Québec",
 the "Additional Policy Conditions Québec" prevail.
- Your "Declaration Page" that contains specific details relevant to your policy and any additional terms specific to you and which can affect your cover.
- The "Declaration Page" contains clauses which may limit the amount payable.

In these "Terms and Conditions" we use:

- You/Your/Yourself to address the person or persons noted on your "Declaration Page" who has concluded the insurance contract with us. You can also be a company, partnership or other legal entity.
- Our /Ourselves / We / Us means N.V. Hagelunie, the insurance company with whom the insurance contract has been concluded. N.V. Hagelunie has its head office in the Netherlands and its chief agency in Toronto, Ontario, Canada.

Change terminology on new product and modified format so text reads easier.

1.4 Words with specific meanings

Words with specific meanings

• In these "Terms and Conditions" there are words with a specific meaning. We have underlined them. The meaning of these words for the purposes of these "Terms and Conditions" are set out in the definitions at the end of these "Terms and Conditions".

1.4 Words with specific meanings

- In these "Terms and Conditions" there are words with a specific meaning. We have underlined them.
- The meaning of these words for the purposes of these "Terms and Conditions" are set out in Chapter 9 Definitions.

Reference to specific chapter with number and spelling corrected.



	 Words with the first letter capitalised and shown in inverted commas refer to specific documents provided by us. 	 Words with the first letter capitalized and shown in inverted commas refer to specific documents provided by us. 	
1.5 Headings	 Headings Headings in this document have been included for ease of reference. These "Terms and Conditions" are not to be construed or interpreted by reference to headings. 	 1.5 Headings Headings in this document have been included for ease of reference only, and do not form part of this policy. These "Terms and Conditions" are not to be construed or interpreted by reference to headings. 	Double reference removed.

2.1 Feedback and

complaints

Any complaint made about our products or services we take seriously and will deal with it promptly, fairly, and at no charge to you.

If you have a complaint

- Contact your broker.
- The phone number is listed on your "Declaration Page".
 Inform us if you can't find a solution to your complaint.
 We will treat it as a dispute and will enter it into our Internal Dispute Resolution System. Your complaint will be handled by a designated Internal Disputes Resolution Officer of N.V. Hagelunie with the appropriate experience, knowledge and authority to deal with it.

Contact information Internal Disputes Resolution Officer

Internal Disputes Resolution Officer E hageluniedesk@hagelunie.nl P Hageluniedesk of N.V. Hagelunie Dellaertweg 1 2316 WZ Leiden PO BOX 109 2300 AK Leiden The Netherlands

2.1 Feedback and complaints

If you have a complaint ntact your broker to find a solution. email us. E-mail address: hagelunie.com orm us if your broker can't find a solution to your complaint.

We will treat it as a dispute and will enter it into our Internal Dispute Resolution System. Your complaint will be handled by a designated Internal Disputes Resolution Officer of N.V. Hagelunie with the appropriate experience, knowledge and authority to deal with it.

Contact information Internal Disputes Resolution Officer
Internal Disputes Resolution Officer
E hagelunieCA@hagelunie.com
P Hageluniedesk of N.V. Hagelunie

351 King Street East Toronto, Ontario M5A 1L1, Canada

Feedback and complaints will from now on fall under Chapter 2. General section.

Text clarified.
Mail address added
Referral to broker phone
number removed (not on
Declaration Page)

Contact information updated



2.2 Jurisdiction

Canadian law applies to this insurance

Your policy is subject to the laws of the Canadian Province or Territory where you purchased the insurance and the federal laws of Canada. Any dispute under your policy will be submitted to the exclusive jurisdiction of the courts of the Province or Territory where you purchased the insurance and any courts of appeal from that province or territory.

2.2 Jurisdiction

Canadian law applies to this insurance
Your policy is subject to the laws of the Canadian Province
or Territory where you purchased the insurance and the
federal laws of Canada applicable therein. Any dispute
under your policy is subject to the exclusive jurisdiction of
the courts of the Province or Territory where you
purchased the insurance and any courts of appeal from
that province or territory.

Jurisdiction will from now on fall under Chapter 2. General section.

2.3 Privacy

Protecting your privacy and your personal information is important to us.

You are giving your data to the Achmea Group

- N.V. Hagelunie is part of the Achmea Group.
- You are considered to be a customer of the group.
- The Achmea Group uses your data.
- Achmea B.V. is the legal entity responsible for processing your data.
- By engaging into a contract with us you authorize the legal entities of the Achmea Group to use your data.

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- Achmea B.V. is the legal entity responsible for processing your data.
- By entering into a contract with us you authorize the legal entities of the Achmea Group to use your data.

Privacy will from now on fall under Chapter 2. General section.

2.4 What we use your data for

What we use your data for

We use your data:

- To arrange your insurance
- We may request updated data.
- To protect ourselves and other banks and insurers against fraud.
- To provide services to you.
- For statistical analysis.
- For product development.
- To comply with the law.

2.4 What we use your data for

We use your data:

- To arrange your insurance
- To protect ourselves and other banks and insurers against fraud.
- To provide services to you.
- To perform statistical analysis.
- To conduct product development.
- To comply with the law.
- We have the right to request updated data at any time, but we are not obliged to do so.

What we use your data for will from now on be a separate paragraph under Chapter 2. General section.

Second point moved to last point.



2.5 Premium		Premium payment: You must pay the premium by the premium due date. Your broker will provide you with an invoice. If you are late in paying your premium or if you do not pay the full amount of the premium when due, you will receive a reminder. We are entitled to charge, and you must pay, the extra cost of collection. Cover will cease from the 30th day after the premium due date.	Last point removed, suspension not possible in new policy system.
2.6 Legal action		-	Paragraph removed.
3 BEGINNING AND ENDING OF COVERAGE			
3.1 Duration of the insurance	 Duration of the insurance The insurance is valid for the term as noted on the "Declaration Page". From the inception date as noted on the "Declaration Page". To the expiry date as noted on the "Declaration Page". 	 3.1 Duration of the insurance The insurance is valid for the term as noted on the "Declaration Page". This policy takes effect on the inception date noted on the "Declaration Page". Subject to these "Terms and Conditions", this policy terminates on the expiry date noted on the "Declaration Page". 	Punctuation adjusted.
3.2 Commencement of coverage	Commencement of coverage • Cover will commence at 00.01 local time on the inception date as noted on the "Declaration Page". – Unless we have specifically agreed otherwise.	 3.2 Commencement of coverage Coverage will commence at 00.01 local time on the inception date as noted on the "Declaration Page". Unless we have specifically agreed otherwise in writing. 	Added: in writing.
3.3 Changing the coverage	Changing the coverage • Notify your broker if you want to make a change to your insurance coverage.	 3.3 Changing the coverage Notify your broker if you want to make a change to your insurance coverage. 	Layout last point adjusted.



- The change in coverage will commence upon the acceptance of the change by us.
- Unless we have specifically agreed otherwise.
- If we accept, you will receive a new "Declaration Page" unless we have agreed otherwise.
- This "Declaration Page" replaces the previous "Declaration Page".
- Some coverages only apply together with others.
- Making a change to one, may lead to change to the others.

- The change in coverage will commence only upon the acceptance of the change by us in writing.
 - Unless we have specifically agreed otherwise in writing.
- If we accept, you will receive a new "Declaration Page" unless we have specifically agreed otherwise in writing.
 - The new "Declaration Page" replaces the previous "Declaration Page".
- Making a change to one coverage, may lead to change to the others.
 - Some coverages only apply together with others.

3.4 When you may cancel your policy

When you can cancel your policy

You can cancel your policy by writing to your broker requesting cancellation. Your cover ceases on the day of your request, not a date in the past. We will cancel your policy and refund as soon as practicable the excess of premium actually paid by you over the short rate premium in Canada for the expired time, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in your policy.

3.4 When you may cancel your policy

You may cancel your <u>policy</u> by writing to your broker requesting cancellation.

- Your coverage ceases on the later of the date upon which your written notice of cancellation is received and the date specified in your notice.
- We will cancel your <u>policy</u> and refund as soon as practicable the excess of premium actually paid by you over the short rate premium in Canada for the expired time.
- The short rate premium for the expired time may not be less than any minimum retained premium specified in your <u>policy</u>.

Textual amendments. Added punctuation. Last sentence split in 2.

3.5 When we may terminate or amend your policy

When we can cancel or amend your policy

- Per the expiry date as noted on your "Declaration Page".
- When you don't pay your premium to your broker for more than 30 days.
- In case of fraud.
- If you fail to comply with a section or clause of your policy.
- If you fail to make adjustments reasonably required by us, within the time limit set by us.

3.5 When we may terminate or amend your policy

We may terminate or amend your <u>policy</u> in any of the following circumstances.

- Per the expiry date as noted on your "Declaration Page".
- If the whole or any part of the premium for this <u>policy</u> has not been paid to your broker for more than 30 days after its due date.
- In case of fraud.

Terminology adjusted, removed 'events'.



	When you notified us of a change and we don't want to insure you any longer due to that change. Except in case of non-payment or fraud, we may cancel your policy by giving you 90 days advance notice in writing	 If you fail to comply with any provision of your <u>policy</u>. If you fail to make adjustments reasonably required by us, within the time limit set by us. When you notified us of a change and we do not wish to insure you any longer due to that change. Except in case of non-payment or fraud, we may terminate your <u>policy</u> by giving you 90 days prior written notice. 	
3.6 Automatic renewal as a service	Automatic renewal as a service • If neither you nor we provide written notice to cancel your policy per the expiry date. — Your policy will be automatically renewed as a service. f Unless you advise us otherwise. — Per the expiry date. — For the duration of 1 year.	 3.6 Automatic renewal as a service If neither you nor we provide written notice to cancel your policy per the expiry date. Your policy will be automatically renewed as a service. Unless you advise us otherwise in writing. Such renewal will commence at the expiry date. Such renewal will be for a period of 1 year. 	Added: in writing
4 GENERAL CONDITIONS			
Intro	These conditions apply to all coverages under this policy and are in addition to the province specific "Statutory Conditions". Where these conditions are more beneficial to you than the "Statutory Conditions", these conditions prevail and vice versa.	These conditions apply to all coverages under this policy and are in addition to the jurisdiction specific "Statutory Conditions", or for an insurance contract deemed to have been made in Québec, the "Additional Policy Conditions-Québec". Where these conditions are more beneficial to you than the "Statutory Conditions", these "Terms and Conditions" prevail and vice versa. For an insurance contract deemed to have been made in Québec, to the extent that these conditions conflict with the "Additional Policy Conditions – Québec", the "Additional Policy Conditions – Québec" prevail.	Explanation of use of statutory conditions. Terminology adjusted.
4.1 You and your business	You and your business • The person, company, partnership or other legal entity as noted on the "Declaration Page" is insured under this policy.	4.1 You and your business	Added 'risk locations' in the second to last sentence.



- In these "Terms and Conditions" we call this person: you.
 - You are in charge of the contract.
 - You pay the premium.
 - You can cancel the insurance.
 - You can ask to change the insurance.
- Other persons or organizations whose interest is noted on the "Declaration Page" are also insured under this policy.
- No interest in this policy can be transferred without our written consent.
- All third party beneficiaries are subject to these "Terms and Conditions", unless modified by your "Declaration Page".
- We only provide cover under your policy for the greenhouse horticultural business, activity and cultivation plan that you advise us of and which we agree to insure you for. The business activity or activities for which we provide cover will be noted on your "Declaration Page".

- The person, company, partnership or other legal entity as noted on the "Declaration Page" is insured under this policy.
 - In these "Terms and Conditions" we call this person: you.
 - You are in charge of the contract.
 - You pay the premium.
 - You can cancel the insurance.
 - You can ask to change the insurance.
- Lessors, financiers, trustees, mortgages, owners and all other parties having a legal interest or charge over the property insured are also insured as third-party beneficiaries if their interest is noted on your "Declaration Page". All these third-party beneficiaries must comply with the "Terms and Conditions" of this policy, unless modified by your "Declaration Page".
 - No interest in this <u>policy</u> may be transferred or assigned without our prior written consent.
 - All third-party beneficiaries are subject to these "Terms and Conditions", unless modified by your "Declaration Page".
- We only provide coverage under your <u>policy</u> for the greenhouse horticultural business, activity, <u>cultivation</u> <u>plan</u> and the risk locations that you advise us of and which we agree to insure you for. The business activity or activities for which we provide coverage will be noted on your "Declaration Page".

4.2 Change of risk

Change of risk

- You must immediately tell your broker of any change in circumstances you are aware of which increases or alters any risk insured on your policy such as, but not limited to, erecting, demolishing, altering or adding to a building or structure and exceeds the reinstatement value by 10% or more.
- You must tell your broker immediately if you no longer have any interest in any of your insured property or

4.2 Change of risk

You must immediately notify your broker in writing of any change in circumstances of which you are aware that increases or alters any risk insured on your <u>policy</u> such as, but not limited to, erecting, demolishing, altering or adding to a building or structure and exceeds the reinstatement value by 10% or more.

Textual amendment



	crop. • If you fail to notify any of the above, we may, at our discretion and subject to any legal requirements, change the premium and/or terms of cover, refuse to pay all or part of a claim and/or cancel your policy	 You must notify your broker immediately in writing if you no longer have any interest in any of your insured property or crop. If you fail to notify your broker of any of the above, we may, at our discretion and subject to any legal requirements, change the premium and/or terms of cover, refuse to pay all or part of a claim and/or terminate this policy and the contract of insurance. 	
4.3 Other insurance	Other insurance You should inform us of any valid insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, any property you insure with us. Failure to do so will mean this insurance will automatically apply in excess of such other valid insurance.	4.3 Other insurance You should inform us of any valid insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, any property you insure with us. Failure to do so will mean this insurance will automatically apply in excess of such other valid insurance.	
4.4 Care and protection	Care and protection Reasonable care must be taken to avoid and minimize loss or damage to what was insured under this policy. You must maintain all items on your "Declaration Page" in a proper condition and according to all statutory obligations, regulations and common sense.	4.4 Care and protection Reasonable care must be taken to avoid and minimize loss or damage to what is insured under this <u>policy</u> . You must maintain all items identified or described on your "Declaration Page" in a proper condition and according to all statutory obligations, regulations and common sense.	Textual amendment
4.5 Inspections	 Inspections You must give us the opportunity to inspect, conduct reviews and provide us with all reasonably requested data and information on any items related to your insurance. Inspection is part of our proposition and based on regular visits. The information gathered during these visits will only be used for the purpose of this policy. The responsibility for inspection lies with N.V. Hagelunie. 	 4.5 Inspections You must give us the opportunity to inspect, conduct reviews and provide us with all reasonably requested data and information on any items related to your insurance. Inspection is part of what we do and is based on regular visits. The information gathered during these visits will only be used for the purposes of this policy. The responsibility for inspection lies with N.V. Hagelunie. 	



4.6 Notices	 Notices Any notice we give you will be in writing or by electronic means and will be effective if it is delivered to you personally or if it is delivered to your address or e-mail address last known to us. You must tell your broker of any change of postal and e-mail address as soon as possible. 	 4.6 Notices Any notice provided or permitted to be given to you under this policy, will be given to you in writing and if permitted by law may be given by electronic means and will be effective if it is delivered to you personally or if it is delivered to your address or e-mail address last known to us. You must notify your broker in writing of any change of postal and e-mail address as soon as possible. 	Textual amendment.
4.7 Security systems for Crops in greenhouses and Business interruption	 Security systems, registration and alarm You must ensure security equipment, alarm systems and reporting systems 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. 	 4.7 Security systems for Crops in greenhouses and Business interruption You must ensure that security equipment, alarm systems and reporting systems for the for the Extended coverage of Crops in greenhouses and Business interruption: are in place; are switched on; are set correctly and accurately; are tested at uniform and scheduled intervals of time. Register the results of their measurements for at least 24 hours prior to an event. 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. 	Titel and text adjusted to new product.
4.8 General security systems and alarm	-	4.8 General security systems and alarm • For other present security equipment and alarm systems you must ensure they: - are in place; - are switched on; - are set correctly and accurately;	New paragraph to divide specific terms for general security systems from specific terms for security systems for Crops in greenhouses and Business interruption.



		 are tested at uniform and scheduled intervals of time. 	
4.9 Automatic reinstatement of cover	Automatic reinstatement of cover After a loss or damage we will automatically reinstate the sum insured or limit of indemnity to the amount noted on your "Declaration Page" at the time of the loss or damage for any loss or damage due to a new insured event. No additional premium will be applicable for this reinstatement of cover.	4.9 Automatic reinstatement of cover After a loss or damage we will automatically reinstate the sum insured or the limit of indemnity to the amount noted on your "Declaration Page" at the time of the loss or damage for any loss or damage due to a new insured event . No additional premium will be applicable for this reinstatement of coverage.	Textual amendment.
4.10 Applying for insurance	Applying for insurance To apply for insurance, you must contact your broker.	4.10 Applying for insurance To apply for insurance, you must contact your broker.	
4.11 Duty of Disclosure when you enter into a policy with us	Duty of disclosure when you enter into a policy with us for the first time Before you enter into an insurance contract, you have a duty to disclose information truthfully. Before considering whether to issue a policy to you, we need you to answer the questions asked by us that are relevant to our decision to insure you and on what terms. When answering the questions you must tell us everything that you know, and that a reasonable person in the circumstances would include in answering the questions.	4.11 Duty of Disclosure when you enter into a policy with us Before you enter into an insurance contract, you have a duty to disclose information fully and truthfully. If a person applying for insurance falsely describes the property to our prejudice, or misrepresents or fraudulently omits to communicate any information that is material to be made known to us in order for us to evaluate the risk to be undertaken, then the contract of insurance is void. Without in any way limiting the generality of the foregoing, each applicant and each person who is noted on the "Declaration Page" as an insured is required to disclose to us all information known to each and that is material to our setting of the premium, our evaluation of the risk to be undertaken, or our decision to cover the risk.	Textual amendment.
4.12 Who needs to tell us	Who needs to tell us Everyone who is noted on your "Declaration Page" as an insured must comply with the Duty of Disclosure. If you provide information on behalf of another person named, you must include in your answers to our	4.12 Who needs to tell us Everyone who is noted on your "Declaration Page" as an insured must comply with the Duty of Disclosure. If you provide information on behalf of another person named, you must include in your answers everything that they know, and that is material to the risk to be	Textual amendment.



	questions everything that they know, and that a reasonable person in the circumstances would include in answering the questions. We will treat the information as if that other person had provided that information to us.	undertaken by us. We will treat the information as if that other person had provided that information to us.	
4.13 What you do not need to tell us	What you do not need to tell us When you enter into a policy with us for the first time or when we renew, vary, extend, replace or reinstate your policy, you do not need to tell us about any matter that: • diminishes our risk, • is of common knowledge, • we know or should have known in the ordinary course of our business as an insurer, • we indicate we do not need to know.	 4.13 What you do not need to tell us When you enter a policy with us for the first time or when we renew, vary, extend, replace or reinstate your policy, you do not need to tell us about any matter that: diminishes our risk; is of common knowledge; we know or should have known in the ordinary course of our business as an insurer. 	Textual amendment.
4.14 If you do not comply with the Duty of Disclosure	If you do not comply with the duty of disclosure If you do not comply with the Duty of Disclosure, we may reduce or refuse to pay a claim, or cancel the policy, or both. If fraud is involved, we may refuse to pay a claim and treat the policy as if it never existed.	4.14 If you do not comply with the Duty of Disclosure If you do not comply with the Duty of Disclosure, we may reduce or refuse to pay a claim and/or terminate this policy and the contract of insurance. If fraud is involved, we may refuse to pay a claim and treat the policy as if it never existed.	Textual amendment.
Duty of utmost good faith	Duty of utmost good faith The Canadian Contract Law requires you, any third party beneficiary under your policy and us to act towards each other with utmost good faith, fairly, openly and honestly in respect of any matters arising under your policy.	-	Paragraph removed.
4.15 Guarantee against	Co-insurance This co-insurance clause applies to the coverages of these	4.15 Guarantee against underinsurance We will not appeal to underinsurance for damage to	Titel and text amendments, guarantee
underinsurance	"Terms and Conditions". This means that if the sum insured for any item on the "Declaration Page" is below the actual value at the commencement date or if the annual revenue at the commencement date is below the actual value, we will reduce the amount that we pay on your claim proportionately in accordance with the relevant clause of that coverage. Unless noted	greenhouses, commercial buildings, other structures and inventory unless stated otherwise on your "Declaration page". This guarantee against underinsurance applies until the next renewal date unless we inform you otherwise. The	against underinsurance is added for specific objects (optional exclusion in a clause).



otherwise on your "Declaration Page".

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.

For other insured objects co-insurance applies to the coverages of these "Terms and Conditions". This means that if the sum insured for any item on the "Declaration Page" is below the actual value at the commencement date or if the annual revenue at the commencement date is below the actual cash value, we will reduce the amount that we pay on your claim proportionately in accordance with the relevant clause of that coverage and specific noted limits, unless noted otherwise on your "Declaration Page".

5 GENERAL CLAIMS CONDITIONS

5.1 What to do if anything occurs that could give rise to a claim under this policy

What to do if anything occurs which could rise to a claim under this policy.

You must:

- Report the claim to us as soon as possible. In the event of an incident that resulted in crop damage or may lead to damage, we ask you to consult us directly for the purpose of mitigation assistance.
- You can contact us 24/7 on +31 71 56 89 955.
- Inform your broker.
- Leave the damaged property and crop untouched until we say otherwise, unless doing so increases the loss of damage.

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• On request, provide us with a written and signed statement describing how the event arose and the extent of the loss or damage that has resulted from the event.

5.1 What to do if anything occurs that could give rise to a claim under this policy

If anything occurs that could give rise to a claim under this policy, then you must do each of the following:

- Report the claim to us as soon as possible. In the
 event of an incident that resulted in <u>crop</u> damage or
 may lead to damage, we ask you to consult us directly
 for the purpose of mitigation assistance.
 - You can contact us 24/7 on 1-833-511-3870.
- Inform your broker.
- Leave the damaged property and <u>crop</u> untouched until we say otherwise, unless doing so increases the loss or damage.
- On our request or that of our representatives, provide us or them with a written and signed statement

Textual amendments.



- Cooperate with us ensuring you provide all information to us or to the specialist appointed by us.
- Immediately notify the police in the event of stolen insured property, break-in and vandalism. Or when any known or suspected criminal activity led to or caused the loss.
- In case of theft, transfer rights in, to or of the stolen insured item to us if we request this.

 You must not:
- Do anything that can lead to detriment of our interest.
- Agree to waive rights to recover loss or damage from any party without our consent.

- describing how the <u>event</u> arose and the extent of the loss or damage that has resulted from the <u>event</u>.
- Cooperate with us ensuring you provide all information to us or to the specialist appointed by us.
- Immediately notify the police in the <u>event</u> of stolen <u>insured property</u>, break-in and vandalism. Or when any known or suspected criminal activity led to or caused the actual or suspected damage or loss.
- In the event of a paid claim for stolen property which is later recovered, you will facilitate the transfer of rights therein to us if we request this.

You must not:

- Do anything that can lead to detriment of our interest.
- Waive or agree to waive rights to recover loss or damage from any person whatsoever without our prior written consent.

5.2 Loss assessment and claims settlement

Loss assessment and claims settlement

We are responsible for the settlement and assessment of every claim. Our involvement in the claims assessment does not constitute our automatic acceptance or indemnification of the claim. In the chapter "Additional Covered

cost" under expertise cost we explain how we assess the lost and who will pay for the assessment.

If a loss occurs that is covered under this policy, we will pay as soon as possible:

- During the claims handling period we will pay advances in connection to the repair costs.
- Upon finalization of the claim we will settle the remaining claim amount.

5.2 Loss assessment and claims settlement

We are responsible for the settlement and assessment of every claim. Our involvement in the claims assessment does not constitute our automatic acceptance or indemnification of the claim. In Chapter 7 Additional Covered costs we explain what is covered under Expertise costs, how we assess the loss and who will pay for the assessment.

If a loss occurs that is covered under this <u>policy</u>, then we will pay as soon as possible, subject to the following:

- During the claims handling period we will pay advances if necessary for the repair or rebuild.
- Upon finalization of the claim we will settle the remaining claim amount.

Reference to chapter number as added in the new Terms and Conditions.



5.3 Compensation of other parties

Compensation of other parties

We have the right to compensate other parties related to your claim directly and arrange a settlement with them to the extent their loss is covered under this policy. We will take into account your interests where possible.

5.3 Compensation of other parties

We have the right to compensate other parties related to your claim directly and arrange a settlement with them to the extent their loss is covered under this <u>policy</u>. We will take into account your interests where required by law.

5.4 Our rights to recover damages

Our rights to recover damages

- After we have paid a claim under your policy we reserve the right to take over any legal or equitable right of recovery which you may have. If we do this, it will be at our expense and for our benefit, unless we recover more than the amount paid, in which case we will pay you the balance less our expenses.
- If you receive any payment in respect of a claim from any other party after we have paid the claim, you must reimburse us for that payment. You must do this as soon as you have received the payment.
- You must not do anything which prevents us from recovering funds and you must give us any information or assistance we reasonably require.
- We will not pursue a recovery from the driver, the passenger, or the operator of your equipment provided they have met all obligations under your policy and no exclusion applies.

If you do not comply with the above, we may refuse to pay a claim or reduce the amount we pay for a claim, to the extent permitted by law.

5.4 Our rights to recover damages

- After we have paid a claim under your <u>policy</u> we reserve the right to take over any legal or equitable right of recovery which you may have. If we do this, it will be at our expense and for our benefit, unless we recover more than the amount paid, in which case we will pay you the balance less our expenses.
- If you receive any payment in respect of a claim from any other person after we have paid the claim, you must reimburse us for that payment. You must do this as soon as you have received the payment.
- You must not do anything which prevents us from recovering funds and you must give us any information or assistance we reasonably require.
- We will not pursue a recovery from the driver, the passenger, or the operator of your equipment provided they have met all obligations under your policy and no exclusion applies.

If you do not comply with any of the above, we may refuse to pay a claim or reduce the amount we pay for a claim, to the extent permitted by law.

6 COVERAGES



6.1 Insuring agreement	 Insuring agreement This policy only covers loss or damage: That is the result of an accidental event. That is the result of an event that is not excluded from this policy. You will find the exclusions in your policy. In specific cases of ensuing damage we will not apply specific exclusions. You will find these exceptions in your policy. If the loss or damage occurred and manifested itself during the policy period. Otherwise, the related loss or damage is not covered even though the insurance remains effective. 	 6.1 Insuring agreement This policy only covers loss or damage: that is the result of an accidental event; that is the result of an event that is not excluded from this policy; that occurred and manifested itself during the policy period. In certain cases of ensuing damage; we will not apply specific exclusions; you will find these exceptions in this policy. Otherwise, the related loss or damage is not covered even though the insurance remains effective. 	Terms and Conditions format adjusted to new product
6.2 Property	Standard property coverage You are insured for accidental physical loss of or damage to: Greenhouses, Commercial buildings, Inventory, agricultural produce and items in stock, functional furnishings, fixtures and fittings inside commercial buildings and greenhouses.	 6.2 Property You are insured for <u>accidental</u> physical loss of or damage to: Greenhouses Commercial buildings Functional furnishings, fixtures and fittings inside commercial buildings and greenhouses 	Description of property detached from description Standard coverage. Movable property description moved to Chapter 6.3
6.2.1 Standard coverage	The standard property coverage applies: • Only if the item is noted on your "Declaration Page". • While the item is at the risk location. • Unless the loss or damage was caused by machinery breakdown.	 6.2.1 Standard coverage The Standard coverage applies only if each of the following conditions is satisfied: if the item is specifically noted on your "Declaration Page"; the item is at the <u>risk location</u> at the time of its loss or damage; the loss or damage was not caused by <u>machinery breakdown</u>. 	Terms and Conditions format adjusted to new product



6.2.2 Extended coverage

Extended property coverage

This coverage is in addition to the standard property coverage. When the extended property coverage is noted on your "Declaration Page", you are insured for accidental loss or damage due to:

- Machinery breakdown
- if the item is noted on your "Declaration Page"
- While the item is at the risk location.

6.2.2 Extended coverage

If Extended coverage is noted on your "Declaration Page", you are insured for accidental loss or damage due to machinery breakdown, provided that:

- the item is specifically noted on your "Declaration Page";
- the item is at the <u>risk location</u> at the time of its loss or damage.

This coverage is in addition to the Standard coverage.

Terms and Conditions format adjusted to new product

6.2.3 Additional benefits

Additional benefits to Section I. Property

Note: additional benefits are paid in addition to the sum insured noted on your "Declaration Page".

In addition to standard coverage you are automatically insured for:

Third party property

Accidental loss of or damage to third party property, at the risk location.

- Only if the loss is caused by an event that is covered under this policy.
- Only if the inventory and items in stock are stored inside the greenhouse or commercial buildings.
- This extension is limited to 10% of the sum insured of inventory and items in stock as noted on your "Declaration Page".
- Inventory elsewhere in Canada
 Accidental loss of or damage to your inventory, items in stock and agricultural produce inside of a greenhouse and commercial buildings situated elsewhere in Canada.
- This extension is limited to 10% of the sum insured of the items noted on the "Declaration Page".
- f Only if the damage is not covered by another insurance policy.
- Building by-laws

Extra expenses caused by improvements of, alterations to, emergency provisions to, safety measures to,

6.2.3 Additional benefits

Additional benefits are paid in addition to the sum insured noted on your "Declaration Page".

In addition to Standard coverage you are automatically insured for:

Building by-laws

Extra expenses caused by improvements of, alterations to, emergency provisions to, safety measures to, demolition of or clearing of the <u>greenhouse</u> and/or <u>commercial buildings</u> that are mandated by the building regulations or laws of a federal, provincial or municipal government or statutory body.

- Only if the expenses are following an insured loss to that same greenhouse and/or commercial buildings.
- This extension is limited to 10% of the sum insured noted on your 'Declaration Page' for that greenhouse and/or commercial buildings.

Additional benefits for Movable property moved to Chapter 6.3.5



demolition of or clearing of the greenhouse and/or commercial buildings that are mandated by the building regulations or laws of a federal, provincial or municipal government or statutory body.

- Only if the expenses are following an insured loss to that same greenhouse and/or commercial buildings.
- This extension is limited to 10% of the sum insured of that greenhouse and/or commercial building as noted on your "Declaration Page".

6.2.4 What we will pay

What we will pay

We use replacement cost value to calculate your claim unless:

- You do not wish to repair, rebuild or replace the loss or damage, we will use the sales value.
- You do not take action to repair, rebuild or replace the loss or damage within 3 years following the event causing the loss, we will then settle the claim on sales value.
- The property was intended for demolition, expropriation, out of use, intended for sale or declared unusable prior to the event, we will use the sales value.
- For inventory, functional furnishings, fittings and fixtures in case of severe wear, tear or insufficient maintenance.
- In this case we will use actual cash value.
- For stock and agricultural produce.
- In this case we will use the market value.
- For auxiliary products if the actual cash value of auxiliary products is less than 40% of its replacement cost value, the damage will be calculated based on the actual cash value.

If repair is possible, the loss assessment must also indicate the estimated amount for the repair costs. For property that amount is based on replacement cost

For property that amount is based on replacement cost value. This amount will be increased by the value reduction that was caused by the damage and cannot be undone by the repair. If different outcomes will

6.2.4 What we will pay

We use <u>replacement cost value</u> to calculate your claim unless:

- You do not wish to repair, rebuild or replace the loss or damage, in which case we will use the <u>sales value</u>.
- You do not take action to repair, rebuild or replace the loss or damage within 3 years following the <u>event</u> causing the loss, in which case we will then settle the claim using the <u>sales value</u>.
- The applicable property was intended for demolition or expropriation, was out of use, was intended for sale or was declared unusable prior to the <u>event</u>, in which case we will use the sales value;

If repair is possible, the loss assessment must also indicate the estimated amount for the repair costs.

For property that amount is based on <u>replacement cost</u> <u>value</u>. This amount will be increased by the value reduction that was caused by the damage and cannot be undone by the repair. If different outcomes will follow from repair and replacement, the lesser of the two will apply as the loss.

We will pay up to the sum insured or the indemnity limit for the items on your "Declaration Page" minus the deductible. Deductible means the first part of any claim which you must pay. Different deductibles may apply under different circumstances. In case different deductibles apply What we will pay for Movable property moved to Chapter 6.3.6



	follow from repair and replacement, the lesser of the two will apply as the loss. We will pay up to the sum insured or the indemnity limit for the items on your "Declaration Page" minus the deductible. Deductible means the first part of any claim which you must pay. Different deductibles may apply under different circumstances. In case different deductibles apply to the same event the highest deductible will apply. The amount of the deductible or deductibles is the amount shown on your "Declaration Page".	to the same <u>event</u> the highest deductible will apply. The amount of the deductible or deductibles is the amount shown on your "Declaration Page".	
6.3 Movable property		 6.3 Movable property You are insured for accidental physical loss of or damage to movable property: Inventory Items in stock 	New chapter
6.3.1 Standard coverage		 6.3.1 Standard coverage The Standard coverage applies only if each of the following conditions is satisfied: if the item is specifically noted on your "Declaration Page"; the item is at the <u>risk location</u> at the time of its loss or damage; the loss or damage was not caused by <u>machinery breakdown</u>. 	New paragraph
6.3.2 Extended coverage		 6.3.2 Extended coverage If Extended property coverage is noted on your "Declaration Page", you are insured for accidental loss or damage due to machinery breakdown, provided that: the item is specifically noted on your "Declaration Page"; the item is at the risk location at the time of its loss or damage. This coverage is in addition to the Standard coverage. 	New paragraph



6.3.3 Money and	6.3.3 Money and marketable securities	New paragraph and
marketable securities	If Money and marketable securities is noted on your	coverage
	"Declaration Page", you are insured for accidental loss or	
	damage of Money and marketable securities, provided that:	
	 the Money and marketable securities coverage is 	
	specifically noted on your "Declaration Page";	
	 the Money and marketable securities are at the <u>risk</u> 	
	<u>location</u> at the event;	
	 the Money and marketable securities are stored inside the premises. 	
	We will pay up to the limit noted on your "Declaration	
	Page" minus the deductible.	
	This coverage is in addition to the Standard coverage.	
6.3.4 Movable	6.3.4 Movable property in transit	New paragraph and
property in transit	If Movable property in transit is specifically noted on your	coverage
	"Declaration Page", you are insured for <u>accidental</u> loss or	_
	damage of Movable property in transit, provided that:	
	the Movable property is in transit in Canada or USA;	
	 only if the loss or damage to the Movable property is 	
	caused by an accident and the vehicle is damaged as a result;	
	 the loss or damage is not covered by any other 	
	insurance or can be recovered from a third party.	
	We will pay up to the limit noted on your "Declaration	
	Page" minus the deductible.	
	This coverage is in addition to the Standard coverage.	



Split from Property 6.3.5 Additional 6.3.5 Additional benefits Chapter 6.2.3 and benefits Additional benefits are paid in addition to the sum insured Garden centre products noted on your "Declaration Page". added. In addition to Standard coverage you are automatically insured for: Third party property Accidental loss of or damage to third party property, at the risk location. Only if the loss is caused by an event that is covered under this policy. Only if the inventory and items in stock are stored inside the greenhouse or commercial buildinas. This extension is limited to 10% of the sum insured for inventory and items in stock. This sum insured is noted on your 'Declaration Page". **Inventory elsewhere in Canada or USA** Accidental loss of or damage to your inventory, items in stock, agricultural produce and garden centre products inside of a greenhouse and commercial buildings situated elsewhere in Canada or USA. This extension is limited to 10% of the sum insured of the items noted on the "Declaration" Page". Only if the damage is not covered by another insurance policy. 6.3.6 What we will 6.3.6 What we will pay Garden centre products added. pay For inventory, functional furnishings, fixtures and fittings, in case of severe wear, tear or insufficient maintenance. In Split from Property. The this case, we will use actual cash value. applicable property You do not wish to repair or replace the loss or comprised removed.

damage, in which case we will use the sales value.

centre products, we will use market value; and

For items in stock, agricultural produce or garden



The auxiliary products and the actual cash value of such auxiliary products is less than 40% of their replacement cost value, in which case the damage will be calculated based on the actual cash value.

If repair is possible, the loss assessment must also indicate the estimated amount for the repair costs. We will pay up to the sum insured or the indemnity limit for the items on your "Declaration Page" minus the deductible. Deductible means the first part of any claim which you must pay. Different deductibles may apply under different circumstances. In case different deductibles apply to the same event the highest deductible will apply. The amount of the deductible or deductibles is the amount shown on your "Declaration Page".

6.4 Crops in greenhouses and **Business interruption**

6.4 Crops in greenhouses and Business interruption

You are insured for accidental physical loss of or damage to:

Addition (similar introduction as Property and Movable property)

- Crops in greenhouses (and cultivation plan damage)
- **Business interruption**

6.4.1 Standard coverage

Standard crop and business interruption coverage

You are insured for the accidental direct damage and the cultivation plan damage to all crops noted on your "Declaration Page":

- For as long as the items are inside greenhouses. commercial buildings and cold stores noted on the "Declaration Page"; and
- The loss or damage to the crop is the result of damage to property; and
- The event causing the damage to that property is covered under Section I Standard property coverage; and
- The damage to that property is having a direct effect on the crop; and
- If the loss or damage was not a loss or damage referred to in Section II Extended crop and business interruption coverage.

6.4.1 Standard coverage

You are insured for the accidental direct damage and the cultivation plan damage to all crops specifically noted on your "Declaration Page" at the time of the loss or damage.

- For as long as the <u>crops</u> are inside <u>greenhouses</u>, commercial buildings and cold stores at risk locations as noted on the "Declaration Page".
- The loss or damage to the crop is the result of damage to property.
- The event causing the damage to that property is covered under Standard coverage for property.
- The damage to that property is having a direct effect on the crop.

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Coverage for damage is extended to thirty days prior to cultivation and fifteen days after cultivation. The cultivation plan damage is also covered, if there was damage to the property by an event covered under Section I Standard property coverage and you cannot cultivate due to that damage.

 If the loss or damage was not a loss or damage referred to Extended coverage for Crops in greenhouses and Business interruption.

Coverage for damage is extended to 30 days prior to cultivation and 15 days after cultivation.

The cultivation plan damage is also covered, if there was damage to the property or a delay during the construction period of the property by an <u>event</u> covered under Standard coverage for property and you cannot cultivate due to that damage.

6.4.2 Extended coverage

Extended crop and business interruption coverage

If Extended crop coverage is noted on your "Declaration Page", you are insured for accidental loss or damage to all crop noted on your "Declaration Page:

- While the crop is at the greenhouses, commercial building and cold stores at the risk location, the damage was alarmed, expertly responded to and registered as described under General conditions: "Security systems, registration and alarm", unless you demonstrate that the alarm did not work due to the same event that damaged the equipment and not receiving an alarm has not affected the extent of the damaged or loss; and
- If the loss is caused by machinery breakdown of items at the risk location causing:
- Climate damage,
- Water and nutrition damage,
- Light damage,
- Operational delay, or,
- If the loss is caused by water contamination of the water storage area at the risk location, resulting from vandalism or malicious mischief committed by persons other than you, the family members living with you,

6.4.2 Extended coverage

If Extended coverage for Crops in greenhouses and Business interruption is noted on your "Declaration Page", you are insured for <u>accidental</u> loss or damage to all <u>crop</u> noted on your "Declaration Page", provided that the following conditions are satisfied:

- The <u>crop</u> is inside the <u>greenhouses</u>, <u>commercial</u> <u>building</u> and cold stores at the <u>risk location</u> and at the time of the loss or damage, the loss or damage was alarmed, expertly responded to and registered as described under Chapter 4.7 Security systems for Crops in greenhouses and Business interruption, unless you demonstrate that the alarm did not work due to the same <u>event</u> that damaged the equipment or not receiving an alarm has not affected the extent of the damage or loss.
- If the loss is caused by <u>machinery breakdown</u> of items at the <u>risk location</u> causing:
 - Climate damage
 - Water and nutrition damage
 - Light damage
 - Operational delay
- If the loss is caused by water contamination of the water storage area at the risk location, resulting from

Terms and Conditions format adjusted to new product



the co-owner of the risk location, the co-owner or co-user of the water storage area. For this coverage you have to show:

- That a pollutant is or was present in the nutrition water; and
- A causal relationship between the pollutant and the damaged crop; and
- You have reported this to the police as soon as practical after the discovery of the pollutant.

Coverage for damage is extended to thirty days prior to cultivation and fifteen days after cultivation

vandalism or malicious mischief committed by persons other than you, the family members living with you, the co-owner of the <u>risk location</u>, the co-owner or couser of the <u>water storage area</u>. For this coverage you must prove each of the following:

- a pollutant is or was present in the nutrition water:
- causal relationship existed between the pollutant and the damaged <u>crop</u>;
- you reported this to the police as soon as practical after the discovery of the pollutant.
- Coverage for damage is extended to 30 days prior to cultivation and 15 days after cultivation.

6.4.3 Crops in transit

6.4.3 Crops in transit

If Crops in transit is specifically noted on your "Declaration Page", you are insured for <u>accidental</u> loss or damage of Crops in transit, provided that:

- the Crops are in transit in Canada or USA;
- only if the loss or damage to Crops in transit is caused by an accident and the vehicle is damaged as a result;
- the loss or damage is not covered by any other insurance or can be recovered from a third party.

We will pay up to the limit noted on your "Declaration Page" minus the deductible.

This coverage is in addition to the Standard coverage.

New paragraph and coverage

6.4.4 What we will pay

What we will pay

- To calculate your claim, we will use the annual revenue as noted on your "Declaration Page".
- We extend the insured sum for crop by 30% if you can demonstrate to us you have insured the expected annual revenue and due to market conditions this expectation would have been exceeded when the damage had not occurred.
- We will pay from one of the following moments:

6.4.4 What we will pay

For Business interruption based on <u>Increased cost of</u> working:

- The sum insured is based on the increased cost of working and includes ordinary payroll, for a maximum period of 30 days.
- We will pay up to the sum insured as noted on your "Declaration Page".

Textual amendment.

Addition for increased cost of working.



- The moment the event occurred,
- Or the moment the loss manifested itself.
- You can choose the moment in consultation with us.
- We will pay until:
- The moment the business reaches the level that would have been reached without interruption, or
- The indemnity term as noted on the "Declaration Page",
 Whichever is the earlier.
- We pay up to 10 weeks indemnity if you cease operation or don't show intent to reinstate production.
- For auxiliary products and perennial planting material we will pay the replacement cost value unless the actual cash value of auxiliary products and perennial planting material is less than 40% of its replacement cost value, In this case the damage will be calculated based on the actual cash value.

We will pay up to the sum insured or the indemnity limit for the items on your "Declaration Page" minus the deductible. Deductible means the first part of any claim which you must pay. Different deductibles may apply under different circumstances. In case different deductibles apply upon the same event the highest deductible will apply. The amount of the deductible or deductibles is the amount shown on your "Declaration Page".

- We will pay for extra costs to enable resuming or continue the activity on your "Declaration Page", these include:
 - Rent of replacement and qualitatively equivalent commercial space and equipment.
 - Transport costs of business resources and equipment.

All costs must be incurred with our written consent.

- The following limits, as listed under Limits on your "Declaration page" do not apply:
 - Claims due to damage to data.
 - Contingent Business Interruption (CBI).
 - Civil authority.

For Crops in greenhouses and Business interruption:

- The sum insured for Crops in greenhouses is based on annual revenue.
- The sum insured for Business interruption is based on gross profit value.
- To calculate the amount of your claim, we will use the value base as noted on your Declaration Page".
- We will extend the insured sum for <u>crop</u> up to 30% if you can demonstrate to us that you have insured the expected <u>annual revenue</u> and that, due to market conditions, this expectation would have been exceeded if the damage had not occurred.
- We will pay from one of the following moments:
 - The moment the event occurred,
 - Or the moment the loss manifested itself.
- You can choose the moment in consultation with us.
- We will pay until:
 - The moment the business reaches the level that would have been reached without interruption.
 - The expiration of the indemnity term noted on the "Declaration Page".

Whichever is the earlier.



- We pay up to 10 weeks indemnity if you cease operation or don't show intent to reinstate production.
- For <u>auxiliary products</u> and <u>perennial planting material</u>
 we will pay the <u>replacement cost value</u> unless the
 <u>actual cash value</u> of <u>auxiliary products</u> and <u>perennial</u>
 <u>planting material</u> is less than 40% of its replacement
 cost value. In the latter case, the damage will be
 calculated based on the <u>actual cash value</u>.

We will pay up to the sum insured or the indemnity limit for the items on your "Declaration Page" minus the deductible. Deductible means the first part of any claim which you must pay. Different deductibles may apply under different circumstances. In case different deductibles apply upon the same <u>event</u> the highest deductible will apply. The amount of the deductible or deductibles is the amount shown on your "Declaration Page".

6.4.4 What we will pay

What we will pay

- To calculate your claim, we will use the annual revenue as noted on your "Declaration Page".
- We extend the insured sum for crop by 30% if you can demonstrate to us you have insured the expected annual revenue and due to market conditions this expectation would have been exceeded when the damage had not occurred.
- We will pay from one of the following moments:
- The moment the event occurred,
- Or the moment the loss manifested itself.
- You can choose the moment in consultation with us.
- We will pay until:
- The moment the business reaches the level that would have been reached without interruption, or
- The indemnity term as noted on the "Declaration Page", Whichever is the earlier.

6.4.4 What we will pay

- The sum insured for Crops in greenhouses is based on annual revenue.
- The sum insured for Business interruption is based on gross profit value.
- To calculate the amount of your claim, we will use the value base as noted on your Declaration Page".
- We will extend the insured sum for <u>crop</u> up to 30% if you can demonstrate to us that you have insured the expected <u>annual revenue</u> and that, due to market conditions, this expectation would have been exceeded if the damage had not occurred.
- We will pay from one of the following moments:
 - The moment the <u>event</u> occurred.
 - The moment the loss manifested itself.
- You can choose the moment in consultation with us.
- We will pay until:

Textual amendment.

If Terms & Conditions are without Increased cost of working.



- We pay up to 10 weeks indemnity if you cease operation or don't show intent to reinstate production.
- For auxiliary products and perennial planting material we will pay the replacement cost value unless the actual cash value of auxiliary products and perennial planting material is less than 40% of its replacement cost value, In this case the damage will be calculated based on the actual cash value.

We will pay up to the sum insured or the indemnity limit for the items on your "Declaration Page" minus the deductible. Deductible means the first part of any claim which you must pay. Different deductibles may apply under different circumstances. In case different deductibles apply upon the same event the highest deductible will apply. The amount of the deductible or deductibles is the amount shown on your "Declaration Page".

- The moment the business reaches the level that would have been reached without interruption.
- The expiration of the indemnity term noted on the "Declaration Page".

Whichever is the earlier.

- We pay up to 10 weeks indemnity if you cease operation or don't show intent to reinstate production.
- For <u>auxiliary products</u> and <u>perennial planting material</u>
 we will pay the <u>replacement cost value</u> unless the
 actual cash value of <u>auxiliary products</u> and <u>perennial</u>
 <u>planting material</u> is less than 40% of its replacement
 cost value. In the latter case, the damage will be
 calculated based on the actual cash value.

We will pay up to the sum insured or the indemnity limit for the items on your "Declaration Page" minus the deductible. Deductible means the first part of any claim which you must pay. Different deductibles may apply under different circumstances. In case different deductibles apply upon the same <u>event</u> the highest deductible will apply. The amount of the deductible or deductibles is the amount shown on your "Declaration Page".

6.4.5 How the loss of Crops in greenhouses is assessed

How the loss is assessed

We determine the scope of the damage based on:

- the sum insured of the crop concerned;
- the reasonably to be expected annual revenue of the crop if the event had not taken place;
- the annual revenue of the crop up until the time of the event;
- the extent of damage to the crop;
- the annual revenue expected from the damaged crop after the event:
- the changes to the cultivation that are necessary due to the event;

6.4.5 How the loss of Crops in greenhouses is assessed

We determine the scope of the damage based on the following.

- The sum insured of the applicable crop.
- The reasonably expected <u>annual revenue</u> of the <u>crop</u> determined on the basis that the event had not taken place.
- The <u>annual revenue</u> of the <u>crop</u> up until the time of the event.
- The extent of damage to the <u>crop</u>.
- The <u>annual revenue</u> expected from the damaged crop after the event.

Clarification in title that this paragraph is about damage control of Crops in greenhouses (and not Business interruption).



- the production value of the part of the area that becomes available due to the event;
- the salvage costs and the costs that no longer have to be incurred due to the event and/or the loss;
- the indemnification term and the sum insured of the damaged crop.

If crop other than those noted on the "Declaration Page" were being cultivated at the time of a loss, then the damage to this other crop is covered under this policy. We will use the sum insured of the crop stated on the "Declaration Page".

In case of a damaged greenhouse or commercial building that will not be rebuilt at the same location, we will assess the cultivation plan damage as if rebuilding would be at the same location. This will also apply if you are not allowed rebuild in the same location due to a government prohibition.

- The changes to the <u>cultivation plan</u> that are necessary due to the <u>event</u>.
- The production value of the part of the area that becomes available due to the event.
- The <u>salvage costs</u> and the costs that no longer have to be incurred due to the event or the loss.
- The indemnification term and the sum insured of the damaged crop.

If <u>crops</u> other than those noted on the "Declaration Page" were being cultivated at the time of a loss, then the damage to this other <u>crop</u> is covered under this <u>policy</u>. In such case, we will use the sum insured of the <u>crop</u> stated on the "Declaration Page".

In case of a damaged greenhouse or commercial building that will not be rebuilt at the same location, we will assess the cultivation plan damage as if rebuilding would be at the same location. This will also apply if you are not allowed rebuild in the same location due to a government prohibition or order.

7 ADDITIONAL COVERED COSTS

7 Additional Covered costs

Additional covered costs to Section I and II

In addition to the sum insured noted on your "Declaration Page" the following costs will be covered:

- Salvage costs
- We will pay up to the sum insured of the item that suffered the loss.
- This is the sum insured of that item as noted on your "Declaration Page".
- Clean-up costs

7 Additional Covered costs

In addition to the sum insured noted on your "Declaration Page" the following costs will be covered:

- Salvage costs
 - We will pay up to the sum insured of the item that suffered the loss.
 - This is the sum insured of that item noted on your "Declaration Page".
- Clean-up costs

Chapter title adjusted. Textual amendments.



- In addition to the sum insured, we will pay for the reasonable clean-up costs following an event that is covered under this policy, insofar as these costs are incurred with our consent.
- This includes costs to clean up pollutants and asbestos from land or water at the risk location as the result of an insured event at the risk location, up to the amount as noted on the "Declaration Page" under "Limits".
- Expertise costs
- We will pay for the costs of the loss adjuster appointed by us. This loss adjuster will determine the cause and amount of the loss.
- In case you are dissatisfied with the loss adjuster's assessment of the amount of the loss, you may appoint your own loss adjuster for a second opinion.
 - This loss adjuster must be demonstrably skilled in assessing the loss at hand.
 - We will pay for costs of the loss adjuster appointed by you up to the cost for the loss adjuster
 - appointed by us.
 - The costs for consultants to the adjuster will be included in the costs of this adjuster.
 - When you choose to appoint a loss adjuster for a second opinion, we will then appoint a third loss
 - adjuster in case the two loss adjusters can't come to an agreement on the amount of the loss.
 - In the event of a binding assessment we will pay the full costs of the third loss adjuster.
- We will not pay any expertise costs if the adjuster has not complied with the applicable Code of Conduct of their adjuster body.
- Cultivation advice

- In addition to the sum insured, we will pay for the reasonable <u>clean-up costs</u> following an <u>event</u> that is covered under this <u>policy</u>, insofar as these costs are incurred with our written consent.
- This includes costs to clean up pollutants and asbestos from land or water at the <u>risk location</u> as the result of an insured <u>event</u> at the <u>risk location</u>, up to the amount noted on the "Declaration Page" under Limits.

Expertise costs

- We will pay for the costs of the loss adjuster appointed by us. This loss adjuster will determine the cause and amount of the loss.
- In case you are dissatisfied with the loss adjuster's assessment of the amount of the loss, you may appoint your own loss adjuster for a second opinion.
 - This loss adjuster appointed by you must be demonstrably skilled in assessing the loss at hand.
 - We will pay for costs of the loss adjuster appointed by you up to the cost for the loss adjuster appointed by us.
 - The costs for consultants to the adjuster will be included in the costs of this adjuster.
 - When you choose to appoint a loss adjuster for a second opinion, we will then appoint a third loss adjuster in case the two loss adjusters can't come to an agreement on the amount of the loss.
 - In the event of a binding assessment we will pay the full costs of the third loss adjuster.
- We will not pay any costs of an adjuster appointed by you (including costs of consultants to the adjuster) if the adjuster has not complied with the applicable Code of Conduct of their adjuster body.
- Cultivation advice
 - We will pay for the costs of extra cultivation



 We will pay for the costs of extra cultivation advice to your crop with the purpose of mitigating the loss upon an event that is covered under this policy and these costs are incurred with our consent. advice to your <u>crop</u> with the purpose of mitigating the loss upon an

<u>event</u> that is covered under this <u>policy</u> provided that these costs are incurred with our written consent.

8 EXLUSIONS

2. Biosecurity threat

2. Biosecurity threat

Loss or damage due to destroyed stock, agricultural produce and crop of any kind due to pest, disease, fungus, bacteria, viruses.

- At a civil authority's request.
- Or at your own account.

2. Biosecurity threat

Loss or damage due to destroyed <u>items in stock</u>, <u>agricultural produce</u>, <u>garden centre products</u> and <u>crop</u> of any kind due to pest, disease, fungus, mold, mildew, bacteria, viruses, or other microorganisms.

Garden centre products added.

3. Breach, misconduct and dishonesty

24. Misconduct and dishonesty

- If any obligation set out in this insurance has not been met and this misconduct has been detrimental to our interests.
- If an incomplete or false report of damage, or of the nature of or the extent of the damage has been provided to us, with the intention of misleading us.
- Willful misconduct, intent or negligence by you.
- The dishonesty or fraudulent acts by you (fraudulent acts include embezzlement, fraud and swindling).

3. Breach, misconduct and dishonesty

- If any obligation set out in this insurance contract has been breached or has not been complied with, and such breach or non-compliance has been detrimental to our interests.
- If an incomplete or false report of damage, or of the nature of or the extent of the damage has been provided to us, with the intention of misleading us.
- Willful misconduct, intent or negligence by you.
- Dishonesty or fraudulent acts by you (fraudulent acts include embezzlement, fraud and swindling).

Titel amendment.

6. Construction and design

5. Construction and design

The cost of making good faulty or defective workmanship, error or omission in design, plan or specification, or failure in design. Any consequential damage to the property and crop is insured, unless otherwise excluded by this policy.

6. Construction and design

The cost of making good faulty or defective workmanship, error or omission in design, plan or specification, or failure in design. Any consequential damage to the property and <u>crop</u> that arises within the policy period due to an event listed in this exclusion is insured, unless otherwise excluded by this policy.

Limitation to damage that arises within the policy period.



8. Cybercrime	All cybercrime unless specifically noted on your "Declaration Page" up to the limit noted on your "Declaration Page" under Limits.	All cybercrime.	Textual amendment; there's no limit for cybercrime available.
10. Disease	9. Disease Diseases, viruses, fungal, or mould damage unless attributable within a reasonable amount of time to an event not otherwise excluded by this policy.	10. Disease Diseases, viruses, bacteria or other microorganisms, fungal, mildew, or mold damage unless attributable within a reasonable amount of time to an <u>event</u> not otherwise excluded by this <u>policy</u> .	Textual amendment; bacteria and microorganisms added.
11. Earthquake		11. Earthquake Loss or damage directly caused by or arising from earthquake.	New exclusion; can be included with a clause.
17. Illegal activities and illegal crops	15. Illegal activities and illegal crops Illegal possession, use or otherwise, of chemical, biological, radioactive, bacterial, viral or any comparable substance. This includes any illegal crop.	17. Illegal activities and illegal crops Illegal possession, use or otherwise, of chemical, biological, radioactive, bacterial, viral or any comparable substance. This includes, but is not limited to, any illegal <u>crop</u> .	Textual amendment.
20. Inventory, garden centre products and items in stock outside of the greenhouse and commercial buildings	18. Inventory and items in stock outside of the greenhouse and commercial buildings Inventory and items in stock outside of the greenhouse and commercial buildings unless caused by fire, lightning strike, explosion, implosion, aircraft, hail, discharge of oil, flooding and discharge of water storage area.	20. Inventory, garden centre products and items in stock outside of the greenhouse and commercial buildings Inventory, garden centre products and items in stock outside of the greenhouse and commercial buildings unless caused by fire, lightning strike, explosion, implosion, aircraft, hail, discharge of oil, flooding and discharge of water storage area.	Garden centre products added
21. Items in stock in cold stores		21. Items in stock in cold stores Any loss or damage to <u>items in stock</u> stored in cold storages following a breakdown of the cooling machinery unless stated otherwise on your "Declaration Page".	New exclusion; can be included with a clause.



23. Lawful repossession	20. Lawful repossession Where insured property is lawfully repossessed, confiscated or seized, detained, nationalised, or requisitioned by a federal, provincial or territorial government body.	23. Lawful repossession Where insured property is lawfully repossessed, confiscated or seized, detained, nationalised, or requisitioned by a federal, provincial, territorial or municipal governmental body, authority or agency.	Textual amendment.
24. Machinery breakdown	21. 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. Machinery breakdown due to standstill or maintenance.	 24. Machinery breakdown Unless the Extended coverage is noted on your "Declaration Page" or otherwise stated on your "Declaration page", machinery breakdown is excluded. Machinery breakdown on crop. – when causing standstill of crop handling systems and therefore a delay in delivery of your output, or when causing climate damage, water and nutrition damage or light damage to your crop. Machinery breakdown of moving work equipment. Machinery breakdown due to maintenance or to decommissioned or no longer for use intended equipment. 	Different classification for new product and addition exclusion for CHP installations (previously in clause)
28. Natural influences	26. Natural influences Arising from depreciation, rust, corrosion, oxidation, discoloring, fading, gradual deterioration or development of flaws, normal upkeep or making good, reduction of intensity, normal aging, natural heating, fermentation, contamination, seepage, shrinkage, evaporation, loss of weight, change in odour, colour, flavour, texture or finish, humidity or dryness of atmosphere, effects of light, insects, vermin, diseases, fungi, mold, rot, moss, bacteria, virus or comparable organisms and any other external influence exercising a normal gradual effect, unless attributable within a reasonable period of time to an event not otherwise excluded.	28. Natural influences Arising from depreciation, rust, corrosion, oxidation, discoloring, fading, gradual deterioration or development of flaws, normal upkeep, making good or maintenance, reduction of intensity, normal aging, natural heating, fermentation, contamination, seepage, shrinkage, evaporation, loss of weight, change in odour, colour, flavour, texture or finish, humidity or dryness of atmosphere, effects of light, insects, vermin, diseases, fungi, mold, mildew, rot, moss, bacteria, virus or comparable organisms and any other external influence exercising a normal gradual effect, unless attributable within a reasonable period of time to an event not otherwise excluded.	Textual amendment.
28. Nuclear	28. Nuclear Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste. The use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices, the mining, use, storage,	30. Nuclear Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, or other nuclear or radioactive material. The use of nuclear reactors including atomic piles, particle accelerators or generators or similar	Textual amendment.



38. Sagging of structures	36. Sagging of structures Normal sagging or bedding of structures.	38. Sagging of structures Normal sagging, settlement or bedding down of structures.	Textual amendment.
37. Rodents, Insects, Vermin, etc.	35. Rodents Rodents, insects, birds or vermin unless attributable, within a reasonable period of time to an event not otherwise excluded by this policy.	37. Rodents, Insects, Vermin, etc. Rodents, insects, snails, slugs, birds or vermin, in each case of any type, unless attributable, within a reasonable period of time to an <u>event</u> not otherwise excluded by this <u>policy</u> .	Textual amendment.
32. Overloading or abnormal conditions	30. Overloading or abnormal conditions Collapse, sag, overload, including experiments, overcharging or and any other external influence exercising a normal gradual effect on insured property. Collapse, sag and overload by weight is only covered if it is caused by snow/ice/sleet/precipitation pressure, provided that for the greenhouse the prescribed temperatures are maintained unless prevented or restricted by a covered machinery breakdown. The prescribed temperatures are the temperatures on which the calculation of the greenhouse design is based.	32. Overloading or abnormal conditions Collapse, sag, overload, including experiments, overcharging and/or any other external influence exercising a normal gradual effect on insured property. Collapse, sag or overload by weight is only covered if it is caused by snow/ice/sleet/precipitation pressure, whether or not accompanied or aggravated by wind, provided that for the greenhouse the prescribed temperatures are maintained unless prevented or restricted by a covered machinery breakdown. The prescribed temperatures are the temperatures on which the calculation of the greenhouse design is based.	Addition of accompanied or aggravated by wind.
31. Nutrient water contamination	All nutrient water contamination unless Section II "Extended crop and Business interruption coverage" is noted on your "Declaration Page", in which case coverage for nutrient water contamination is provided to the extent of this section and applies as such.	All nutrient water contamination unless Extended coverage for Crops in greenhouses is noted on your "Declaration Page", in which case coverage for nutrient water contamination is provided to the extent of this section and applies as such.	Textual amendment; reference to coverage adjusted to new terminology.
	handling or transportation of radioactive materials, the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials, any other operation or process that uses nuclear fission, fusion or radioactive materials and any product that contains or uses nuclear fission, fusion or radioactive materials.	devices, the mining, use, storage, handling or transportation of radioactive materials, the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials, any other operation or process that uses nuclear fission, fusion or radioactive materials and any product that contains or uses nuclear fission, fusion or radioactive materials.	



43. Underground infrastructure		43. Underground infrastructure Any underground infrastructure, including facilities or installations for geothermal energy, wiring or irrigation unless explicitly noted on the "Declaration Page".	New exclusion.
44. War risk and terrorism	41. War risk and terrorism War, invasion, acts of foreign enemies, hostilities or war- like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any federal, province or territory government or public or local authority and any act of terrorism, as well as any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.	44. War risk and terrorism War, invasion, acts of foreign enemies, hostilities or war- like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any federal, provincial or territorial government or public or local body, authority or agency, and any act of terrorism, as well as any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.	Textual amendment.
9 DEFINITIONS			
CHP installation		CHP installation means the installation which produces electricity, heat and if adjusted CO2. The installation consists of the following: engine, generator, generator switch, CO2 scrubber, gastrain, heat exchanger, accompanying measuring and regulating equipment, casing, chimney and other accessories and appurtenances for the functioning of the installation.	New definition from former clauses. Added CO2 and generator switch.
Commercial building	Commercial building means any structure enclosed within exterior walls or a roof, including basements and all underground foundations such as, but not limited to, piles, underground bunkers and water cellars. Commercial building includes also all other permanent objects outside greenhouses and commercial buildings for the execution of your business activity at the risk location. Commercial buildings does not include grounds and land.	Commercial building means any structure enclosed within exterior walls and/or a roof, including basements and all underground foundations such as, but not limited to, piles, underground bunkers and water cellars. Commercial building includes also all other permanent objects outside greenhouses and commercial buildings for the execution of your business activity at the risk location. Commercial buildings does not include grounds and land or any underground facilities or installations for geothermal energy.	Added; exclusion of underground infrastructure (e.g. geothermal energy)



Garden centre		Garden centre means a retail operation in a <u>greenhouse</u> that sells plant and related product for the domestic garden.	New definition
Garden centre products		Garden centre products means stock which is intended for the execution of garden centre activities, such as: - plants - compost - fertilizers - tools and landscaping products such as statues - furniture and garden ornaments	New definition
Garden centre sales		<u>Garden centre sales</u> means sales of <u>garden centre</u> <u>products</u> .	New definition
Inventory	Inventory means anything which is intended for the execution of horticultural activities situated in or at the greenhouse or commercial building at the risk location including moving work equipment. Inventory is not: functional furnishings, fixtures and fittings, money and marketable securities, private cars, delivery vans and lorries, motorbikes, caravans and vessels, software, administrative,- bookkeeping- and technical data and agricultural produce.	<u>Inventory</u> means anything which is intended for the execution of horticultural activities situated in or at the <u>greenhouse</u> or <u>commercial building</u> at the <u>risk location</u> including moving work equipment. <u>Inventory</u> is not: <u>functional furnishings</u> , <u>fixtures and fittings</u> , money or marketable securities, private automobiles or other passenger vehicles, delivery vans or trucks, motorcycles, campers, recreational vehicles, watercraft, software, administrative,- bookkeeping- and technical data or <u>agricultural produce</u> .	Textual amendment.
Items in stock	<u>Items in stock</u> are the raw materials, auxiliary materials, appliances, containers and other packaging materials needed for the cultivation and/or processing of crop situated in or at the greenhouse or commercial building at the risk location.	Items in stock are the raw materials, auxiliary materials, appliances, containers and other packaging materials needed for the cultivation and/or processing of <u>crop</u> and <u>garden centre products</u> . These items must be present in a <u>greenhouse</u> or <u>commercial building</u> at the <u>risk location</u> .	Added garden centre sales.



Other structures		Other structures means items permanently present at the risk location, such as: heat storage tank, water basin, water silo, CO2 storage tank, gas reducer station, transformer building, foil tunnel, oil tank, terrain fence, terrain equipment, water source, silo tank, solar panels (ground installation).	New definition
Third party property		Third party property means property belonging to others, other than property which is leased by you for a period longer than 30 days, at the <u>risk location</u> .	New definition
Water storage area	Water storage area means a silo, tank or an artificially constructed basin with waterproof foil, including the pipes leading to and from it, for storing water needed to cultivate the crop. This does not include the fertiliser containers and the underground water storage area. The underground water storage area is only included here, if this is fully fitted with waterproof foil or an equivalent material.	<u>Water storage area</u> means a silo, tank or an artificially constructed basin with waterproof membrane or liner, including the pipes leading to and from it, for storing water needed to cultivate the <u>crop</u> . This does not include the fertilizer containers and the underground <u>water storage area</u> . The underground <u>water storage area</u> is only included here, if that is fully fitted with waterproof membrane or liner or an equivalent material.	Textual amendment.