

N.V. Hagelunie Greenhouse Horticulture Policy

Terms and Conditions CA-11.2



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Introduction

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.

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).

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”.
- 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.

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”.
- Words with the first letter capitalised and shown in inverted commas refer to specific documents provided by us.

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.

Singular versus plural

A word which denotes the singular includes the plural and vice versa.

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

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.

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.

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.

Beginning and end of coverage

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”.

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.

Changing the coverage

- Notify your broker if you want to make a change to your insurance coverage.
- 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.

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.

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.
- 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.

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.
 - Per the expiry date.
 - For the duration of 1 year.

Premium

Premium payment

- You need to pay the premium by the premium due date.
- Your broker will provide you with an invoice.
- If you are late or incomplete in paying your premium you will receive a reminder.
 - We will charge you the extra cost of collection.
 - Cover will cease from the 30th day after the premium due date.
- For late payment after cessation of coverage, we agree to reinstate coverage 24 hours after payment and not retroactively unless we agree otherwise.

General Conditions

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.

You and your business

- 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.
- 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”.

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 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.

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.

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.

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.

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.

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.

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.

Applying for insurance

To apply for insurance, you must contact your broker.

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.

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 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.

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.

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.

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.

Co-insurance

This co-insurance clause 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 value, we will reduce the amount that we pay on your claim proportionately in accordance with the relevant clause of that coverage. Unless noted otherwise on your “Declaration Page”.

General Claims Conditions

These conditions apply to all coverages 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.

- 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.
- 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.

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.

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.

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.

Coverages

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.

Section I. 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.

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.

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.

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 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 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”.

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”.
 - 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, 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”.

Section II. Crop and business interruption

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.

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.

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, 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.

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.
- 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”.

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;
- 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.

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
 - 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
 - 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.

Excluded perils and cover Limiting conditions

These excluded perils and cover limiting conditions apply to all coverages under this policy. You are never insured for any loss or damage, actual or alleged legal liability or business interruption caused by, arising from, or in connection with any of the following:

1. Authority intervention

Intervention or order of any legally constituted authority, which is understood to be seizure, requisitioning or confiscation, except when such intervention or order is undertaken to reduce imminent or actual loss.

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.

3. Collision or crash

Collision or crash to any vehicles including moving work equipment.

4. Commercial and economic sanctions

- Any commercial and economic sanction.
- Goods that may not be traded under national or international legislation.
- The (financial) interests of individuals, businesses, governments and other entities of which we are not permitted to insure those interests under national or international legislation.

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. Contractual obligations

Non-observance of contractual obligations, market loss and/or loss of goodwill (whether such losses be direct or indirect), or any indirect or consequential losses except if specifically noted on the "Declaration Page".

7. Cybercrime

All cybercrime unless specifically noted on your "Declaration Page" up to the limit noted on your "Declaration Page" under coverage and limits insured.

8. Disappearance

Unexplained or mysterious disappearance or shortage discovered on taking inventory or audit.

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. Electronic Data

Total or partial destruction, distortion, erasure, corruption, alternation, misinterpretation or misappropriation of electronic data or an error in creating, amending, entering, deleting or using electronic data, total or partial inability or failure to receive, send, access or use electronic data. Unless such loss is a direct consequence of covered physical damage and provided that reinstatement of data media is noted on the "Declaration Page". We pay up to the limit noted on your "Declaration Page" under coverage and limits insured.

11. Exhaust gas

Any exhaust gas.

12. Fertilizers, crop protection products and other substances

Fertilizers, crop protection products and other substances unless:

- they were stored at the risk location and in accordance with the instructions and caught fire.
- damage by fertilizers, crop protection products and other substances was caused by an event not otherwise excluded.
- the "Extended crop coverages" are noted on your "Declaration Page" and the loss is caused by water and nutrition damage.

13. Flood

Loss or damage due to the overflow of inland or tidal waters or the unusual and rapid accumulation or run-off of surface waters.

14. GMO Crops

Genetically Modified Organisms (GMO), such as, but not limited to:

- Claims attributable to the genetic instability, inadequate characterisation or performance of GMOs, blending or contamination claims; or
- Loss or damage resulting from the unintentional, non-agreed or improper blending or mixing of GMOs with other organisms or products, or their pollination by GMOs, pure financial and/or economic claims, environmental impairment, ecological damage, or damage to biodiversity.

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.

16. Inherent vice of greenhouses and commercial buildings

Loss or damage to a greenhouse or commercial building due to inherent vice. Except in the case of frost, we will not invoke the fact that the damage, by an event not otherwise excluded, is caused or aggravated by an inherent vice of the insured greenhouse or commercial building. In addition to consequential damage, we will also reimburse the part with the inherent vice.

17. Insurance pools

Anything that is or could be or would be insured but for the existence of this policy by any Government scheme, compulsory insurance, Insurance pool or natural catastrophes schemes.

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.

19. Lack of supply of water, public utilities, electrical power, fuel, manpower and other energy sources

Lack of supply of water, public utilities, electrical power, fuel, manpower and other energy sources but only regarding loss and damage insured under Section II “crop and business interruption coverage”.

20. Lawful repossession

Where insured property is lawfully repossessed, confiscated or seized, detained, nationalised, or requisitioned by a federal, provincial or territorial government body.

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.

22. Malicious intent, willful damage, criminal and dishonest acts

Any deliberate, willful, criminal or dishonest acts by you, or anyone acting with your knowledge and consent.

23. Minor damages

Scratching, denting and other minor damages that do not affect the functionality of an item.

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).

25. Moving work equipment

All moving working equipment unless it is part of the inventory cover and specifically noted on your “Declaration Page”.

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.

27. Normal maintenance or a lack of maintenance

Damage to the particular part of the insured property being treated, tested, serviced or repaired, or standstill of the machinery due to maintenance or damage resulting from a lack of maintenance.

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, 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.

29. Nutrient water contamination

All nutrient water contamination unless Section II “Extended crop and business interruption coverage” is noted on your “Declaration Page”. Cover for nutrient water contamination is provided to the extent of this section and applies as such.

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.

31. Penalties

Penalties for breach of contract or non-fulfilment or delayed fulfilment of orders.

32. Precipitation

- Precipitation, including hail, sleet, snow and meltwater, which has entered via the roof covering, through open air-vents, windows, doors, hatches and ventilation openings, open covers of cabrio greenhouses or other comparable movable covers of greenhouses,
- Precipitation aggravated by the nature of a defect of the insured property or due to an error in the design or construction of the insured property,
- Precipitation if the roof-boarding is absent, unless you demonstrate the damage is not related to this absence in any way,
- Normal repair costs to roofs, gutters and rain drainpipes.

33. Pollution and contamination

All pollution and contamination

- Unless caused by an event that is covered under this policy.
- Unless caused by smoke and/or soot from an insured event at the risk location.

34. Recoverable losses

Losses that can be recovered from third parties subject to a supply contract, maintenance contract or other contract.

35. Rodents

Rodents, insects, birds or vermin unless attributable, within a reasonable period of time to an event not otherwise excluded by this policy.

36. Sagging of structures

Normal sagging or bedding of structures.

37. Setting error

Incorrect settings, programming, operation, composition, dosage, installation, alarm threshold of equipment by installer, you and your employees, unless this is an result of an event not otherwise excluded by this policy.

38. Specific crop

Crop in a laboratory, crop in preparation or tissue culture.

39. Spray damage

Fertilizer damage, spray damage, proper or improper application of pesticides, fungicides, herbicides, growth regulators or disinfectants.

40. Theft, vandalism or break-in

Theft, vandalism or break-in unless from/to a greenhouse or commercial building and only when there is visible damage or forced entry to the greenhouse or commercial building.

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.

42. Water and frost

- Regarding accidental flooding of (nutrient solution) water from a water storage area at the risk location if the water storage area is not fitted with an overflow with sufficient draining capacity.
- Regarding accidental discharge of (nutrient solution) water or other liquids from a water storage area or an installation at the risk location if caused by frost, unless attributable to an event not excluded otherwise by this policy.
- If water or steam that has streamed or flowed out unexpectedly from installations, equipment and the connected pipes, that are in a closed greenhouse or commercial buildings when caused by frost unless the greenhouse or commercial buildings could not be heated due to an accidental technical malfunctioning of the boiler installation or the CHP installation.

43. Writing off bad debts

The writing off of bad debts, unless attributable to an event not otherwise excluded by the policy.

Definitions

For the purpose of these “Terms and Conditions” the following terms have a specific meaning as set out below.

Accidental means sudden, unintended and unforeseen.

Actual cash value means the replacement cost value minus a decrease in value due to ageing and/or wear and tear and/or overdue maintenance.

Agricultural produce means: harvested plant material, plant material needed for cultivation, which is stored at commercial buildings or cold stores at the risk location.

Annual revenue means the sum of the total annual sales for the period of one year. This amount is equal to the sum of profit, fixed costs and variable cost.

Auxiliary products mean the non-sustainable products which are needed for growing crop and which from the first day of cultivation are directly related to the crop or are used from the first day of cultivation or products which are sold or taken away with the crop including:

- Growing medium,
- Staking equipment,
- Pots,
- Crop protection products,
- All comparable products according to nature and type.

Clean-up costs means the costs of demolition, clearing and removing of insured property or crop.

Climate damage means damage to your crop due to an accidental deviation of the desired: temperature of the air mix, the nutritive medium, air humidity or temperature of the crop.

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.

Crop means plant material, cultivated and harvested crop at the risk location as well as annual planting material and/or perennial planting material sold with the end product and the auxiliary products. Perennial planting material not sold with the end product is only covered if it is noted specifically on the “Declaration Page”.

Cultivation plan means the report of all surface to be cultivated for the period of one year, the specification of the crops to be cultivated, the amounts to be insured for the crops concerned, the risk location and a report of the desired cover.

Cultivation plan damage means not realizing the reasonably to be expected annual revenue during the indemnification term due to non or non-timely realization of the cultivation plan after an event that is covered under this policy. This does not include the direct damage.

Direct damage means the difference between the market value of the crop directly prior to the event and the market value of the crop just after the event that is covered under this policy. This does not include the cultivation plan damage.

Event means a single occurrence or a series of occurrences that have the same proximate cause and could lead to a claim under this policy. An event must be accidental.

Functional furnishings, fixtures and fittings are all non-self-propelled machinery and equipment that are situated in, at or under the greenhouse, commercial building or the insured location as noted on the "Declaration Page" and intended for the execution of horticultural activities. The sum insured for the functional furnishings and fittings is included in the sum insured for the greenhouse or the commercial buildings as noted on the "Declaration Page". Inventory, stock, software, administrative,- bookkeeping- technical data and any agricultural produce will not be included under functional furnishings, fixtures and fittings.

Greenhouse means: foundations, piles, covering material, scaffold poles, beams, raking props, purlins, glass bars, air-vents, roof sprinklers, electricity mains, concrete paths, condensation channels, (rainwater) drainage systems.

Inherent vice means hidden defect (or the very nature) of the insured property which in itself is the cause of (or contributes to) its deterioration, damage, or wastage.

Insured property means the insured goods, commercial buildings and greenhouses, excluding the crop, as noted on the "Declaration Page".

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.

Items in stock 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.

Light damage means damage to your crop as a result of an accidental deviation of the desired light intensity but only if this took longer than a consecutive period of 48 hours.

Machinery breakdown means the accidental loss as a result of inherent vice and/or any other internal cause to any machine (including computers), instrument, appliance, equipment (including all electronic equipment attachments, accessories, fittings, cables, pipes and such associated property but excluding foundation and brickwork) during the period that this item is in use or installed and ready for use.

Market value for property intended for one's own use means: the amount, needed for acquiring equivalent items according to sort, quality, age and purpose. Market value for property intended for delivery to third parties means: the sale price according to type, quality and age of equivalent items sold the same way insured is used to selling them.

Operational delay means the standstill of crop handling and processing systems, causing a delay in the delivery of your output.

Perennial planting material means planting material which is not sold with the crop and used for more than a year for production.

Policy means these “Terms and Conditions and your “Declaration Page”.

Pollution means damage or loss arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, atmosphere or any water course or body of water. This includes any effects or by-products of above ground or subterranean mining.

Replacement cost value means the amount needed to acquire new items of the same type and quality. In case of greenhouses or commercial buildings, it is the amount necessary for reinstatement with due diligence and dispatch after the event.

Risk location means the location noted on the “Declaration Page” for any insured item.

Sales value means the value of the property at voluntary sale, reduced where applicable by the value of the underlying land and all items not insured by this policy.

Salvage costs means costs of measures which are taken during the policy period and period of indemnity by you and which are reasonably necessary in order to avert the imminent threat of further damage and/or to limit the damage and the damage to property which are used for that purpose. This does not include the normal repair costs.

Water and nutrition damage means damage to your crop as a result of an accidental deviation of the desired: amount, composition or temperature of the nutrient solution, amount or temperature of the water to be administered or groundwater level.

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.