

# Declaration Page

Greenhouse policy

Policy number 350129438

**Concerning** New policy

## Policyholder

Canada Customer - 1

7071 Bayers Road

Halifax, B3L 2C2

## Inception date

March 13, 2023

## Premium due date

April 12, 2023

## Expiry date

March 13, 2024

## Broker details

Hail Union TP

**In case of a claim, please contact us at 1-833-511-3870 (you can reach us 24/7)**

## Annual premium

Property and Movable property	CAD	180,254.76
Crops in greenhouses and Business interruption	CAD	0.00
<hr/>		
Total annual premium	CAD	180,254.76

## Company activity

Wholesale/trade in foods

## Risk locations

### Risk location 1

1002 Lockport Rd,  
Saint Andrews, MB R1A 3J2

### Risk location 2

898 W. Oak St.,  
The Pas, MB R9A 5E3

N.V. Hagelunie is a Dutch Insurer, in the Netherlands registered at the Chamber of Commerce under number 27081225 and registered with the Dutch Authority for the Financial Markets (AFM). The company insures the risks described hereafter and under the Terms and Conditions specified in the policy in the course of its insurance business in Canada, subject to the application it has received, which is considered to form a whole together with this policy.

E [hageluniedesk@hagelunie.com](mailto:hageluniedesk@hagelunie.com)

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## Property | Saint Andrews, MB R1A 3J2 | Risk location 1

<b>Commercial building</b>	Office / staff
Surface	1,000,000 m2
Sum insured	CAD 77,516,000
Coverage	Standard   Extended
Clauses	
<b>Commercial building</b>	Technical room horticulture
Surface	1,000,000 m2
Sum insured	CAD 77,516,000
Coverage	Standard   Extended
Clauses	
<b>Other structures</b>	Water silo
Volume	50,000 m3
Sum insured	CAD 17,362,000
Coverage	Standard   Extended
Clauses	
<b>Greenhouse</b>	Growing of tomatoes
Surface	2,000 m2
Sum insured	CAD 1,726,000
Coverage	Standard   Extended
Clauses	

## Property | The Pas, MB R9A 5E3 | Risk location 2

<b>Greenhouse</b>	Growing of strawberries
Surface	2,000 m2
Sum insured	CAD 1,726,000
Coverage	Standard   Extended
Clauses	

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drs. J. Breugem  
director Hagelunie

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### Limits

#### Clean up costs

Clean-up costs pollutants and asbestos per event CAD 100,000.

#### Accounts Receivable

Accounts Receivable per event CAD 25,000.

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## Terms and Conditions

### **Applicable Terms and Conditions**

[N.V. Hagelunie Greenhouse Horticulture Policy Terms and Conditions GTBCA-PV-01-221](#)

Link

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## Deductibles

### Deductibles per event

#### Property and Movable property

Deductible per event CAD 25,000

If the objects insured under this policy under Greenhouse, Commercial building, Other structures, Inventory, Items in stock, Agricultural produce and Garden centre products are affected simultaneously by the same insured event, once in the claim settlement the highest applicable deductible will be deducted.

### Deductibles for natural disasters

*A different deductible (as listed below) applies for Flood, Volcanic eruption and Earthquake. This is a percentage of the damage amount with a minimum deductible. If the Deductible per event is higher than the minimum deductible for Flood, Volcanic eruption and Earthquake, the highest deductible applies.*

#### Deductible Flood

In case of Flood, the deductible amount is 3% of the claim amount, with a minimum of CAD 250,000 and a maximum of CAD 1,000,000.

#### Deductible Volcanic eruption and Earthquake

In case of Volcanic eruption or Earthquake, the deductible amount is 10% of the claim amount, with a minimum of CAD 250,000 and a maximum of CAD 5,000,000.

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## Clauses

### Limit clauses

#### 1 Policy limit

Contrary to the Terms and Conditions the indemnity for Greenhouses, Commercial buildings, Other structures combined with Crops in greenhouses and Business interruption per event, is maximized to a limit as noted on the 'Declaration Page' under 'Policy limit'.

#### 2 Accounts receivable

Cover against loss of sums owed to the insured by its customers that are uncollectible because of damage by an insured peril to accounts receivable records. A daily external back-up is required.

The limit of coverage for loss of this supplemental coverage is included in, and not in addition to, the limits of insurance shown on the Declaration Page.

#### 3 Employees personal property

Employees personal property, other than motor vehicles, is insured under this policy, but only for such loss or damage that occurs at the risk location.

The limit of coverage for loss of this supplemental coverage is included in, and not in addition to, the limits of insurance shown on the Declaration Page.

#### 4 Crime coverage

We will cover for money, securities and other property against a variety of criminal acts, such as employee theft, robbery, forgery, extortion and computer fraud.

- 1 Employee theft
- 2 Forgery or alteration
- 3 Inside the premises - theft of money and securities
- 4 Inside the premises - robbery or safe burglary of other property
- 5 Outside the premises
- 6 Computer fraud
- 7 Funds transfer fraud
- 8 Money orders and counterfeit money

This clause is not subject to a deductible

The limit of coverage for loss of this supplemental coverage is included in, and not in addition to, the limits of insurance shown on the Declaration Page.

### Object clauses

#### 5 Fire retardant curtains

This policy is issued under the conditions that curtains, when replaced or newly applied, are in a fire-retardant quality in accordance with NTA 8825 class 1. Considering the average life span of screen cloth, we assume that all cloths will be replaced before \$\$Date\$\$ for fire retardant cloth according to the NTA 8825 class 1.

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## 6 CHP Installation actual cash value

The insured value of CHP('s) <<Kenmerk WKK-installatie 1, Kenmerk WKK-installatie 2, Kenmerk WKK-installatie 3>> is based on the actual cash value. Contrary to the Terms and Conditions, under section 'What we will pay'; damage or loss of the CHP Installation will be calculated and reimbursed based on the actual cash value of the CHP installation as noted on the Declaration Page.

## 7 Extra deductible for crops in greenhouses and/or tunnels covered with foil

For the crops in greenhouses and/or tunnels covered with foil, an extra deductible of 50% of the claim will apply after the 3rd year of replacing the foil. The cover does not include damage during the period of replacement of the foil. When damage occurs, the repair must take place as soon as possible. Damage which arises during the replacement of the foil is not covered. The damage is covered if the need to replace is the result of an insured event.

## 8 Flood

We will cover loss of or damage to items on your "Declaration Page" due to a general and temporary condition of partial or complete inundation of normally dry land area, during only one continuous period of 168 hours, from:

1. the overflow of inland or tidal waters;
2. the unusual and rapid accumulation or run-off of surface waters;
3. or the spray from any of them, whether driven by wind or not.

Flood includes expenses to remove debris deposited on property of the insured by flood. If any flood occurs within a period of the continued rising or overflow of any natural or manmade bodies of water and the subsidence of same within their banks; or results from any waves, including tsunami waves, tides, tidal waves or series of tidal waves caused by any one disturbance; such flood shall be deemed to be a single occurrence within the meaning of this policy. Should any flood commence prior to the expiration of this policy and extend beyond the expiration date of this policy, this policy shall pay for all such losses occurring during such period as if such period fell entirely within the term of this policy. But we will not be liable for any loss commencing before the effective date and time or commencing after the expiration date and time of this policy.

## 9 Earthquake

We will cover physical damage to or loss of items insured and any time element loss (business interruption, contingent business interruption or any other consequential losses) directly resulting therefrom where such physical damage or loss is directly caused by or arising from earthquake:

- For the items as noted on your "Declaration Page".
- For the duration and extent of any loss occurrence limited to 168 consecutive hours as regards earthquake or seaquake with the same epicentre.
- Including loss of or damage to items insured caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from earthquake.

## Exclusions

This coverage does not include loss or damage caused directly or indirectly by any of the following perils, whether or not caused by or attributable to 'earthquake':

- a. fire, explosion or smoke
- b. flood, including surface water, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice.
- c. theft, vandalism or malicious acts

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d. leakage from fire protective equipment.

## Definitions

Earthquake includes snowslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

## 10 Mortgage clause

- 1 It has hereby provided and agreed that:  
Breach of Conditions by Mortgagor, Owner or Occupant - This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the Mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk; PROVIDED ALWAYS that the Mortgagee shall notify forthwith the insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.
- 2 Right of Subrogation - Whenever the Insurer pays the Mortgagee any loss this policy and claims that - as to the Mortgagor or Owner- no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured, but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer, or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
- 3 Other Insurance - if there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
- 4 Who May Give Proof Of Loss - in the absence of the Insured, or the liability, refusal or neglect of the Insured to give notice of loss to deliver the Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as is practicable to the Proof of Loss.
- 5 Termination - The term of this Mortgage Clause coincides with the term of the policy; PROVIDED ALWAYS that the Insured reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

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- 6 Foreclosure - Should title or ownership of said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns. SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

### 11 CHP Installation Machinery breakdown

Contrary to the Extended property coverage of the Terms and Conditions cover for the CHP('s) <<Kenmerk WKK-installatie 1, Kenmerk WKK-installatie 2, Kenmerk WKK-installatie 3>> at the risk location does apply, but only if the CHP installation:

- a is working or;
- b is ready for use, or;
- c is being cleaned, inspected, repaired, reviewed, moved or dismantled for that reason.

In addition to the Terms and Conditions the following conditions are applicable:

- A maintenance contract is in force for the CHP-installation and the transformation station and the insured can apply to this contract in case of malfunction of it.
- The insured is required to install and operate the transformation stations, CHP installations and exhaust gas treatment systems and all accessories according to the applicable instructions, to observe the guarantee provisions, to maintain them and have inspections carried out, as prescribed by the manufacturer of the aforementioned items.
- Maintenance is carried out according to the prescribed instructions of the manufacturer and following the inspection.
- Maintenance, operating hours, inspections, motor and motoroil checks and maintenance actions are registered in a logbook.
- The motor oil need to be refreshed in time or refilled to the desired level according to the manufacturers prescription.

This policy excludes any loss or damage covered by any other contract.

Canada Customer - 1  
7071 Bayers Road Halifax  
Canada, B3L 2C2

*Date*  
March 13, 2023  
*Subject*  
New Policy

*Our reference*  
0100597643  
*Your reference*  
350129438

*Handled by*  
Hagelunie  
Telephone +31 71 568 99 77  
Fax +31 71 568 99 88  
hagelunieCA@hagelunie.nl

Dear client,

Thank you for choosing Hagelunie for your insurance.

**You are insured with us from March 13, 2023**

Your policy is attached to this letter.

Please do the following:

- Check your policy to make sure all the details are correct.
- Read the terms and conditions carefully.

**Questions?**

Please contact your broker Hail Union TP, at telephone number +1 204 1234567 or send an email to [notrelevant@achmea.nl](mailto:notrelevant@achmea.nl). They are happy to help you.

Sincerely,  
Hagelunie

*Attachment: Policy*