

## N.V. Hagelunie Hagelunie Greenhouse Policy Terms and Conditions 11.3



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# 1 Introduction

## 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.

## 1.2 Contact Information N.V. Hagelunie

N.V. Hagelunie

Dellaertweg 1 2316 WZ Leiden, The Netherlands

PO Box 109, 2300 AK, Leiden, The Netherlands

T 011 31 71 568 99 77

F 011 31 71 568 99 88

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

W [www.hagelunie.com](http://www.hagelunie.com)

In case of a claim, please contact us on 011 31 71 56 89 955 (you can reach us 24/7)

## 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”.
- 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.

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

### **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.

### **1.6 Singular versus plural**

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

## 2 General section

### 2.1 Feedback and complaints

*If you have a complaint*

- Contact your broker to find a solution.
- Or e-mail us. E-mail address: [hagelunieCA@hagelunie.com](mailto:hagelunieCA@hagelunie.com)
- Inform 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](mailto:hagelunieCA@hagelunie.com)

P Hageluniedesk of N.V. Hagelunie

Dellaertweg 1 2316 WZ Leiden

PO BOX 109 2300 AK Leiden

The Netherlands

### 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.

### 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 entering into a contract with us you authorize the legal entities of the Achmea Group to use your data.

### 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.

## 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.

## 3 Beginning and ending of coverage

### 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”.

### 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.

### 3.3 Changing the coverage

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

You may cancel your policy 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 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.
- The short rate premium for the expired time may not be less than any minimum retained premium specified in your policy.

### 3.5 When we may terminate or amend your policy

We may terminate or amend your policy 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 policy has not been paid to your broker for more than 30 days after its due date.
- In case of fraud.
- If you fail to comply with any provision 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 do not wish to insure you any longer due to that change.
- Except in case of non-payment or fraud, we may terminate your policy by giving you 90 days prior written notice.

### 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.



## 4 General conditions

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.

### 4.1 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.
- 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 policy 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 policy for the greenhouse horticultural business, activity, cultivation plan 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

- 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 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 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

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

Reasonable care must be taken to avoid and minimize loss or damage to what is insured under this policy. 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.

#### 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.
- We may visit your company as part of the risk assessment.
- You must give us the opportunity to visit your company to assess and verify the implementation of agreements.
- The information gathered during inspection and our visits to your company will be used solely for the purposes of this insurance policy.
- The responsibility for inspection lies with N.V. Hagelunie.

#### 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.

#### 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.

#### 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;
  - are tested at uniform and scheduled intervals of time.

#### 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.

#### 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

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.

#### 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 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

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.

#### 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.

#### 4.15 Guarantee against underinsurance

We will not appeal to underinsurance for damage to 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 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

These conditions apply to all coverages under this [policy](#).

### 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 [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 001 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 or damage.
- On our request or that of our representatives, provide us or them 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 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

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 [policy](#), 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.

### 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 [policy](#). We will take into account your interests where required by law.

### 5.4 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 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

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.

### 6.2 Property

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

- Greenhouses
- Commercial buildings
- Other structures
- Functional furnishings, fixtures and fittings inside Greenhouses, Commercial buildings and Other structures

#### 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 risk location at the time of its loss or damage;
- the loss or damage was not caused by machinery breakdown.

#### 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 risk location at the time of its loss or damage.

This coverage is in addition to the Standard coverage.

#### 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 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 noted on your ‘Declaration Page’ for that greenhouse and/or commercial buildings.

#### 6.2.4 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, in which case 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, in which case we will then settle the claim using the sales value.
- The applicable property was intended for demolition or expropriation, was out of use, was intended for sale or was declared unusable prior to the event, 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 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”.

### 6.3 Movable property

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

- Inventory
- Items in stock

#### 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 risk location at the time of its loss or damage;
- the loss or damage was not caused by machinery breakdown.

#### 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.

#### 6.3.3 Money and marketable securities

If Money and marketable securities is noted on your “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 risk location 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 property in transit

If Movable property in transit is specifically noted on your “Declaration Page”, you are insured for accidental 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.

### 6.3.5 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:

- **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 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 pay

For inventory, functional furnishings, fixtures and fittings, in case of severe wear, tear or insufficient maintenance. In this case, we will use actual cash value.

- You do not wish to repair or replace the loss or damage, in which case we will use the sales value.
- For items in stock, agricultural produce or garden centre products, we will use market value.
- 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

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

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

### 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 crops are inside greenhouses, 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.
- 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 event covered under Standard coverage for property and you cannot cultivate due to that damage.

#### 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 accidental loss or damage to all crop noted on your “Declaration Page”, provided that the following conditions are satisfied:

- The crop is inside the greenhouses, commercial building and cold stores at the risk location 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 event 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 machinery breakdown of items at the risk location 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 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 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 crop;
  - 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

If Crops in transit is specifically noted on your “Declaration Page”, you are insured for accidental 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.

#### 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 crop up to 30% if you can demonstrate to us that you have insured the expected annual revenue 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.
  - 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 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 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 event 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

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

- The sum insured of the applicable crop.
- The reasonably expected annual revenue of the crop determined on the basis that 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 plan 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 or the loss.
- The indemnification term and the sum insured of the damaged crop.

If crops 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. In such case, 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 or order.

## 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
  - 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 written 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 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 advice to your crop with the purpose of mitigating the loss upon an event that is covered under this policy provided that these costs are incurred with our written consent.

## 8 Exclusions

These exclusions 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 items in stock, agricultural produce, garden centre products and crop of any kind due to pest, disease, fungus, mold, mildew, bacteria, viruses, or other microorganisms.

### 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).

### 4. Collision or crash

Collision or crash to any vehicles, such as, but not limited to, moving work equipment.

### 5. Commercial and economic sanctions

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

### 6. Construction and design

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

### 7. Contractual obligations

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

### 8. Cybercrime

All cybercrime.

### 9. Disappearance

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

### 10. Disease

Diseases, viruses, bacteria or other microorganisms, fungal, mildew, or mold damage unless attributable within a reasonable amount of time to an event not otherwise excluded by this policy.

### 11. Earthquake

Loss or damage directly caused by or arising from earthquake.

### 12. 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", in which case we pay up to the limit noted on your "Declaration Page" under Limits.

### 13. Exhaust gas

Any damage due to exhaust gas, irrespective of damage to insured property and equipment.

### 14. 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 manufacturer's instructions and caught fire.
- Damage by fertilizers, crop protection products and other substances was caused by an event not otherwise excluded.
- The Extended coverage for Crops in greenhouses is noted on your "Declaration Page" and the loss is caused by water and nutrition damage.

### 15. 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.

### 16. 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.
- 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.

### 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 crop.

### 18. Inherent vice of greenhouses and commercial buildings

Loss or damage to a greenhouse, commercial building or other structure 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, commercial building or other structure. In addition to consequential damage, we will also reimburse the part with the inherent vice.

### 19. 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.

## **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.

## **21. Items in stock in cold stores**

Any loss or damage to items in stock stored in cold storages following a breakdown of the cooling machinery unless stated otherwise on your “Declaration Page”.

## **22. 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.

## **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.

## **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 of CHP installations is only included if specifically noted on your “Declaration Page”.

- 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 of CHP installation.
- Machinery breakdown due to maintenance or to decommissioned or no longer for use intended equipment.

## **25. 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.

## **26. Minor damages**

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

## **27. Moving work equipment**

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

## **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.

## **29. 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.

### 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 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.

### 31. Nutrient water contamination

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.

### 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.

### 33. Penalties

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

### 34. 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.

### 35. Pollution and contamination

All pollution or 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.

### 36. Recoverable losses

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

### 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 event not otherwise excluded by this policy.

### 38. Sagging of structures

Normal sagging, settlement or bedding down of structures.

#### 39. Setting error

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

#### 40. Specific crop

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

#### 41. Spray damage

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

#### 42. Theft, vandalism or break-in

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

#### 43. Underground infrastructure

Any underground infrastructure, including facilities or installations for geothermal energy, wiring or irrigation unless explicitly noted on the "Declaration Page".

#### 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.

#### 45. 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 or 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.

#### 46. Writing off bad debts

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

## 9 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 that 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.

**CHP installation** means the installation which produces electricity, heat and if adjusted CO<sub>2</sub>. The installation consists of the following: engine, generator, generator switch, CO<sub>2</sub> scrubber, gastrain, heat exchanger, accompanying measuring and regulating equipment, casing, chimney and other accessories and appurtenances for the functioning of the installation.

**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 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.

**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 coverage.



**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 immediately prior to the event and the market value of the crop immediately 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.

**Exhaust gas** means exhaust gases from an internal combustion engine or boiler, as well as toxic gases as by-products of CO<sub>2</sub> administration.

**Functional furnishings, fixtures and fittings** are all non-self-propelled machinery and equipment that are situated in, at or under the greenhouse or commercial building at the risk location 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. Such latter sum insured is noted on the "Declaration Page". Inventory, items in stock, software, administrative,- bookkeeping- technical data and any agricultural produce will not be included under functional furnishings, fixtures and fittings.

**Garden centre** means a retail operation in a greenhouse that sells plant and related product for the domestic garden.

**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

**Garden centre sales** means sales of garden centre products.

**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 any 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 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 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 and garden centre products. These items must be present in a 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, concrete 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 type, 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 the 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.

**Other structures** means items permanently present at the risk location, such as: heat storage tank, water basin, water silo, CO<sub>2</sub> storage tank, gas reducer station, transformer building, foil tunnel, oil tank, terrain fence, terrain equipment, water source, silo tank, solar panels (ground installation).

**Perennial planting material** means planting material that 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 (including, but not limited to, fracking).

**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.

**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 risk location.

**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 membrane or liner, including the pipes leading to and from it, for storing water needed to cultivate the crop. This does not include the fertilizer containers and the underground water storage area. The underground water storage area is only included here, if that is fully fitted with waterproof membrane or liner or an equivalent material.

## 10 Short rate premium table

Short rate table when applicable is as follows:

Days in force	% of Premium	Days in force	% of Premium	Days in force	% of Premium
1 - 4	12	121 - 124	42	241 - 244	72
5 - 8	13	125 - 128	43	245 - 248	73
9 - 12	14	129 - 132	44	249 - 252	74
13 - 16	15	133 - 136	45	253 - 256	75
17 - 20	16	137 - 140	46	257 - 260	76
21 - 24	17	141 - 144	47	261 - 264	77
25 - 28	18	145 - 148	48	265 - 268	78
29 - 32	19	149 - 152	49	269 - 272	79
33 - 36	20	153 - 156	50	273 - 276	80
37 - 40	21	157 - 160	51	277 - 280	81
41 - 44	22	161 - 164	52	281 - 284	82
45 - 48	23	165 - 168	53	285 - 288	83
49 - 52	24	169 - 172	54	289 - 292	84
53 - 56	25	173 - 176	55	293 - 296	85
57 - 60	26	177 - 180	56	297 - 300	86
61 - 64	27	181 - 184	57	301 - 304	87
65 - 68	28	185 - 188	58	305 - 308	88
69 - 72	29	189 - 192	59	309 - 312	89
73 - 76	30	193 - 196	60	313 - 316	90
77 - 80	31	197 - 200	61	317 - 320	91
81 - 84	32	201 - 204	62	321 - 324	92
85 - 88	33	205 - 208	63	325 - 328	93
89 - 92	34	209 - 212	64	329 - 332	94
93 - 96	35	213 - 216	65	333 - 336	95
97 - 100	36	217 - 220	66	337 - 340	96
101 - 104	37	221 - 224	67	341 - 344	97
105 - 108	38	225 - 228	68	345 - 348	98
109 - 112	39	229 - 232	69	349 - 352	99
113 - 116	40	233 - 236	70	353 & over	100
117 - 120	41	237 - 240	71		