# **FARM BUSINESS EXTENSION**

Attached to and forming part of this Policy

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED BELOW OR IN THE FORM TO WHICH THIS ENDORSEMENT IS ATTACHED

This Endorsement modifies the coverage provided under the respective Form applicable to insured property, and is subject to the conditions, limitations and other terms of this Form and the respective Form. The Limits of Liability provided under the following Extensions of Coverage Summary, unless stated otherwise in this Form, are in addition to, and not included in, the limits of insurance provided by the respective Form.

# **EXTENSIONS OF COVERAGE SUMMARY**

Unless specifically endorsed on the "Declaration Page", the Limits stated below are the Occurrence Limits under this Policy.

COVERAGE	LIMIT OF LIABILITY	PAGE
Accounts Receivable	\$25,000	2
Automatic Fire Suppression System Recharge Expense	\$5,000	2
Broad Blanket By-Laws Coverage (Building Only)	\$20,000	2
"Building" Damage by Theft	\$10,000	2
Co-Insurance Waiver	5% / \$10,000	2
Consequential Loss Assumption	\$10,000	2
Debris Removal	Included	2
EDP (Electronic Data Processing) Equipment	\$25,000	2
Exhibition Insurance	\$10,000	2
Exterior Glass	Included	3
Exterior Signs	\$10,000	3
Extra Expense	\$10,000	3
Fire Department Charges	\$25,000	3
Inflation Protection	Included	3
Land and Water Clean-Up (First Party Pollution)	\$25,000	3
Livestock Round Up	\$1,000	3
Master Key	\$10,000	3
Newly Acquired Location: Building 30 day coverage from	\$250,000	3
Newly Acquired Contents acquisition date	\$100,000	4
Newly Constructed Property (60 day coverage from start date)	\$50,000	4
Off Premises Power Interruption (Business Income Extension) (48 hr waiting period)	\$10,000	4
Professional Fees	\$10,000	4
Property of Others	\$10,000	4
Rebuilding Clause at any owned location	Included	4
Removal to Prevent Loss or Damage	Included	5
Removal of Windstorm Debris	\$25,000	5
Tenants Leasehold Interest (Rents)	\$10,000	5
Valuable Papers and Records	\$25,000	5

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.

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#### **ACCOUNTS RECEIVABLE**

This Extension insures:

- (1) All sums due to "you" from customers, provided "you" are unable to effect collection thereof as a direct result of loss of or damage to records of accounts receivable;
- (2) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
- (3) Collection expense in excess of normal collection cost and made necessary because of such loss or damage;
- Other expenses when reasonably incurred by "you" in re-establishing records of accounts receivable following such loss or damage.

### **AUTOMATIC FIRE SUPPRESSION SYSTEM RECHARGE EXPENSE**

This Extension insures any automatic fire suppression system recharge expense incurred by "you" due to the leakage or discharge of the fire suppressant within any automatic fire suppression system at the "your" premises where such discharge or leakage is caused by or results from a peril insured against under this Form.

# **BROAD BLANKET BY-LAWS COVERAGE (BUILDING ONLY)**

This Extension, except as specifically modified hereunder, applies only to those buildings, which are insured under the respective Form. The coverage provided under this Endorsement shall, without increasing the amount of insurance, and only as a result of a peril insured against, extend to indemnify "you" for:

- (1) loss occasioned by the demolition of any undamaged portion of the buildings or structures, or
- (2) cost of demolishing, and clearing the site of, any undamaged portion of the buildings or structures, or
- (3) any increase in the cost of repairing, replacing, constructing or reconstructing the buildings or structures on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy:

arising from the enforcement of the minimum requirements of any by-law, regulation, or ordinance of law which:

- (1) regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
- (2) is in force at the time of such loss or damage.

"We" shall not be liable under this Extension for losses occasioned by the enforcement of any by-law, ordinance or law which prohibits "you" from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

### **BUILDING DAMAGE BY THEFT**

This Extension insures damage (except by fire) to that part of a "building" occupied by the Insured directly resulting from theft or attempted theft and from vandalism or malicious acts committed on the same occasion, provided the Insured is not the owner of such "building" and is legally liable for such damage and the "building" is not otherwise insured under this form.

### **CO-INSURANCE WAIVER**

The Co-insurance requirement on the buildings and property insured by the respective Form(s) is modified to apply only where the total loss exceeds the lesser of 5% of the applicable amount of insurance or \$10,000.

### CONSEQUENTIAL LOSS ASSUMPTION

The insurance under this Policy is hereby extended to include loss, destruction or damage to property caused by change in temperature or humidity resulting from damage by the perils insured against hereunder to On Premises equipment and Off Premises Power Sources (Public Utility plants, transformer or switching stations, sub-stations, and pumping stations) which furnish heat, light, power or gas to the insured premises used for refrigerating, cooling, humidifying, air conditioning, heating, generating or converting power including their connections and supply or transmission lines and pipes (but excluding loss resulting from damage to or destruction of Off Premises poles and towers).

# **DEBRIS REMOVAL**

"We" will indemnify "you" for expenses incurred in the removal from the "premises" of debris of the insured property, occasioned by loss of or damage to such property, for which loss or damage insurance is afforded under the respective form. If the total amount for both loss to property and debris removal expense exceeds the amount of insurance applying to the property, an additional amount of insurance up to 5% of the limit shown will apply to the debris removal expense. The amount payable under this extension shall not exceed the sum of:

- (1) the total amount payable for the direct loss of or damage to insured property; and
- (2) the amount of the applicable deductible.

This Extensions of coverage does not apply to costs or expenses:

- (1) to "clean up" "pollutants" from land or water; or
- (2) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

Debris removal expense shall not be considered in the calculation of the value for the purpose of applying co-insurance. However, this coverage does not increase the overall amount of coverage, except as provided under the 5% specified above.

# **EDP (ELECTRONIC DATA PROCESSING) EQUIPMENT**

This Extension insures electronic data processing and word processing equipment, including their component parts, newly acquired equipment, and similar property of others, for which "you" are legally liable, while such property is at a location described on the "Declaration Page", at any temporary or newly acquired location or in transit, in Canada or the continental United States.

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#### **EXHIBITION INSURANCE**

This insurance covers All Property from the time it leaves "your" premises stated on the "Declaration Page", while in transit to the exhibition site, while at such exhibition site and while in transit back to "your" premises.

#### **EXTERIOR GLASS**

This Extension insures damage to exterior glass or vitrolite and lettering ornamentation thereon, applicable to insured building(s), caused by accidental breakage of such glass.

### **EXTERIOR SIGNS**

This Extension insures the actual loss sustained to exterior signs located on "your" premises.

#### **EXTRA EXPENSE**

This Extension insures the necessary Extra Expense incurred by "you" in order to continue as nearly as practicable the normal conduct of "your" farming business following damage to or destruction by the perils insured against to the building(s), or additions thereto, insured under the respective form but not exceeding such length of time commencing with the date of the loss and not limited by the date of expiration of this Policy, as shall be required with the exercise of due diligence and dispatch to repair, rebuild, or replace such part of the described building(s) or additions thereto as may be destroyed or damaged.

### FIRE DEPARTMENT CHARGES

In the event "you", as a result of a fire covered by the respective Form(s), are charged by a municipality for firefighting services, this Policy shall reimburse "you" for such costs.

# **INFLATION PROTECTION**

It is agreed that:

- (1) the amount of insurance applicable to Buildings(s) shall be increased during the policy period by the proportion by which the latest published "Building Construction Index" has increased since the last "premium due date".
- (2) at the premium due date, the amount of insurance shall be increased automatically in accordance with the latest published "Building Construction Index" and the appropriate premium charged.
- (3) if the amount of insurance applicable to Building(s) is changed at the request of the Insured during the policy period, the effective date of this endorsement is deemed to coincide with the effective date of such change.
- (4) if the Policy insurers two or more items, the foregoing shall apply separately to each item to which this endorsement applies.

### **Definitions**

- (1) "Building Construction Index" means the relevant Regional Index of the Non-residential Building Construction Input Price Indexes published by Statistics Canada.
- (2) "Premium due date" means the inception date of this Policy or any renewal or anniversary date.

### LAND and WATER CLEAN-UP (First Party Pollution)

Coverage is extended to insure damage resulting from:

- (1) expenses incurred to 'Clean Up' 'Pollutants' at the 'Premises', and
- (2) loss or damage to property insured caused directly by 'Pollutants' provided the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of 'Pollutants':
  - (a) is sudden, unexpected and unintended from "your" standpoint,
  - (b) is not otherwise insured under the Form to which this insurance is attached, and
  - (c) first occurs during the policy period.

Notwithstanding the Reinstatement Clause in this Policy, the amount of insurance specified herein for this coverage is the aggregate amount payable during any one policy period.

### **Exclusions**

"We" shall not be liable for:

- expenses for 'Clean Up' away from or beyond the 'Premises' resulting from any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of 'Pollutants' even if the 'Pollutants' emanated from the 'Premises';
- (2) expenses for "Clean Up' of or loss or damage to insured property caused directly by any spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of 'Pollutants' that began before the effective date of this coverage:
- (3) fines, penalties, punitive or exemplary damages;
- (4) expenses incurred for the 'Clean Up' of 'Pollutants' at or from any premises, site or location which is or was at any time used by or for "you" or others for the handling, storage, disposal, processing or treatment of waste.

# LIVESTOCK ROUND UP

We agree to pay for reasonable fees due to persons whom you employ at our request to roundup livestock, either insured on this policy or for which you are legally liable. We will also extend the peril of accidental shooting to cover animals shot in the roundup to prevent bodily injury or property damage to others. We will not pay more than \$1,000 for this coverage.

### **MASTER KEY**

Coverage is extended to cover the cost of replacement of keys and changing or replacement of locks necessitated by the loss or theft of keys.

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#### **NEWLY ACQUIRED LOCATION: BUILDINGS**

This Extension automatically covers newly acquired buildings, subject to the broadest coverage available under this Policy for currently insured buildings and all the terms and provisions of the Policy, acquired by "you" provided notice of such acquisitions is given to "us" within thirty (30) days of the date of acquisition. Any newly acquired building(s) not reported to "us" within the thirty (30) days period are not insured.

### **NEWLY ACQUIRED CONTENTS**

This Extension automatically covers newly acquired contents, other than livestock, usual to a building insured under the respective Form(s), subject to the broadest coverage available under this Policy for currently insured contents and provided notice of such acquisitions is given to "us" within thirty (30) days of the date of acquisition. Any newly acquired contents not reported to "us" within the thirty (30) days period are not insured.

### **NEWLY CONSTRUCTED PROPERTY**

This Extension insures, subject to all terms and conditions of the Policy, the actual cost of the completed construction to date for newly constructed "farm buildings" or new constructed additions to "farm buildings" intended for agricultural occupancy constructed during the Policy Period and situated within the territorial limits of Ontario, but in no event shall our liability under this Extension for loss or damage exceed \$50,000 in any one occurrence. This coverage shall cease:

- (1) at the inception of more specific insurance;
- (2) at the expiration of the Policy; or
- (3) sixty (60 days) from the inception of such acquisition whichever occurs first. Coverage shall be subject to:
  - (a) "Specified Perils" coverage; and
  - (b) the Rebuilding Clause as described
  - (c) a deductible of \$500 unless otherwise stated on the "Declaration Page" is applicable to this Extension of coverage.

If coverage applies to more than one "farm building" on the "premises", the total amount of insurance shall be divided in the proportions that the value of each structure has to the value of all structures on the "premises" that are in the course of construction at the time of loss.

#### OFF PREMISES POWER INTERRUPTION

This Extension insures loss of income (as defined in the Business Interruption Form(s) attached, if applicable, to this Policy) resulting from the necessary interruption of business caused by damage to or destruction of Off Premises Power Sources (Public Utility plants, transformer or switching stations, sub-stations, and pumping stations) which furnish heat, light, power or gas to "your" premises, provided such loss or damage is caused directly by the perils insured against under this Policy (but excluding loss resulting from damage to or destruction of Off Premises poles and towers).

For the purpose of this Extension, 'Off Premises' shall be considered to mean the area outside the property lines at the location(s) described in the Policy Declaration.

This cover does not attach until twenty-four (24) hours following the initial interruption.

## **PROFESSIONAL FEES**

This Extension insures reasonable fees payable to "your" Architects, Auditors, and Engineers for producing and certifying particulars or details of "your" farming business required by "us" in order to arrive at the loss payable under this Policy in the event of a claim.

### **PROPERTY OF OTHERS**

This Extension provides, at "Our" option, any loss may be paid to "You" or adjusted with and paid to the customer or the owner of the property.

### **REBUILDING CLAUSE**

In the event of building(s) insured under the respective Form being damaged or destroyed, it is expressly agreed between "you" and "us" that upon receipt of PROOF(S) OF LOSS "we" will make an initial payment of fifty percent only of the loss payable on the building(s) subject to the following:

- (1) If "you" notify "us" at the time of delivery of "Your" Proof(s) of Loss, of "Your" intention to repair, rebuild or replace the damaged building(s) on the same premises or another owned premise with a building(s) of like use, and within 30 days following the initial payment construction has been commenced, and "you" furnish proof satisfactory to "us" within twelve months of the date of loss, that "you" have spent an amount not less than the total amount of all insurance payable, including amounts deferred or conditionally payable as well as amounts already paid, "We" will pay the balance of "Your" insured loss within thirty days of receiving such evidence.
- (2) If due to any ordinance or law regulating construction or repair "you" are prohibited from repairing, rebuilding or replacing the damaged building(s) on the same premises, and "you" notify "us" at the time of delivery of "Your" Proof(s) of Loss, of "Your" intention to rebuild or replace the destroyed building(s) of like use on land owned by "you" on other than the same premises and within 30 days following the initial payment construction has been commenced, and "You" furnish proof satisfactory to "us" within twelve months of the date of loss, that "you" have spent an amount not less than the total amount of all insurance payable, including amounts deferred or conditionally paid in respect thereof, "We" will pay the balance of "Your" insured loss within thirty days of receiving such evidence.

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(3) Failing compliance by "you" with the provisions of Clauses (a) or (b), the initial payment shall be the only payment under this Form in respect to the loss.

#### REMOVAL TO PREVENT LOSS OR DAMAGE

If any of the insured property, under the respective Form(s), is necessarily removed from the "premises" to prevent loss of or damage to or further loss of or damage to such property, that part of the insurance under the respective form that exceeds the mount of "our" liability for any loss already incurred shall, for 7 days only, or for the unexpired term of the policy if less than 7 days, insure the property removed and any property remaining at the "premises" in the proportions which the value of the property in each of the locations bears to the value of the property in them all.

This Extensions of coverage does not apply to costs or expenses:

- (1) to "clean up" "pollutants" from land or water; or
- (2) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

Debris removal expense shall not be considered in the calculation of the value for the purpose of applying co-insurance.

This extension of coverage shall not increase the amounts of insurance applying under the respective form and is subject to all the conditions of the respective form.

### **REMOVAL OF WINDSTORM DEBRIS**

"We" will indemnify "you" for expenses incurred in the removal of debris or other property which is not insured by the respective Form(s) but which has been blown by windstorm upon the "premises".

This Extensions of coverage does not apply to costs or expenses:

- (1) to "clean up" "pollutants" from land or water; or
- (2) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

Debris removal expense shall not be considered in the calculation of the value for the purpose of applying co-insurance.

#### **TENANTS LEASEHOLD INTEREST - RENTS**

If as a result of an insured peril, the landlord terminates the Insured's lease, the Insurer agrees to pay the difference between current rental value, and the rent actually paid prior to the loss, subject to the lesser of the actual loss sustained or \$1,000 per month. The Insurer is not liable for any loss of leasehold interests resulting from the Insured exercising an option to cancel the lease. Coverage applies for the balance of the lease term, or twelve (12) months, whichever occurs first. No lease renewal options will be considered in any loss settlement unless an offer to renew has been made to and accepted by the landlord, in writing, prior to the loss.

The most that we will pay under this extension of coverage is \$10,000 or the actual loss sustained by you, whichever is less.

### **VALUABLE PAPERS AND RECORDS**

This Extension insures Valuable Papers and Records (meaning written, printed or otherwise inscribed documents and records, including books, maps, films, tapes, discs, drawings, abstracts, deeds, mortgages and manuscripts or other magnetic recording or storage media for electronic data processing but excluding money or securities), "your" property or for which "you" may be responsible or liable to others.

All other terms and conditions of this Policy remain unchanged.

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