

Enhanced Dairy Extension Endorsement - Form AP011

SUMMARY OF EXTENSIONS

	Coverage	Limit of Insurance (\$)
1	Corrals and Farm Fencing Coverage	\$10,000
2	Failure of Pick Up – Contingent Milk Loss Coverage	\$25,000
3	Milk Contamination	\$25,000
4	Newly Acquired Livestock	\$10,000 per animal \$25,000 aggregate
5	Round Up Escaped Livestock	\$10,000
6	Semen and Semen Tanks Coverage	\$10,000
7	Veterinarian Supply Coverage	\$10,000

Words and phrases in quotation marks have special meaning, and are defined below or in the Form(s) to which this endorsement is attached.

This endorsement attaches to the Enhanced Agricultural Coverage Endorsement – Form AP010 or the Prairie Farm Grain Package Enhancement – Form AP015. Extensions of coverage specific to this endorsement are subject to all the terms, definitions, limitations, deductibles, insured perils, provisions and other conditions of the Agricultural Property Broad Form – Form AP100. If an extension of coverage provided under this form is more specifically insured elsewhere in this policy to which this form is attached, the extension of coverage under this form does not apply.

If a coverage limit provided in this enhancement has a limit greater than specifically insured elsewhere in the policy to which this form is attached, the limit under this endorsement will replace the limit shown elsewhere in the policy unless otherwise specified.

1 CORRALS AND FARM FENCING COVERAGE

This form insures against direct physical loss of or damage to corrals and/or fences on the farm premises arising from “Named Perils”.

This extension of coverage is limited to a maximum recovery of **\$10,000** in any one occurrence and is subject to a \$1,000 Deductible.

2 FAILURE OF PICK UP – CONTINGENT MILK LOSS COVERAGE

This extension provides coverage for loss of or damage due to necessary disposal of owned milk by the Insured in any one occurrence due to the delay or failure of milk pickup by the third party transporting vehicle that has been contracted to pick up the milk as per a predetermined or pre-set schedule, only resulting from:

- a **“Motor Vehicle Accident”**;
- b **“Vehicle Breakdown”**;
- c **“Road Conditions”**.

The Insurer shall be liable for an amount not exceeding whichever is the least of:

- a the interest of the milk being claimed, based on the average price paid during the month in which the loss occurred; or
- b up to **\$25,000** or the amount specified on the Declaration Page for Milk Floater – Form AP310.

Deductible:

This extension of coverage is subject to a \$1,000 Deductible.

Loss or damage not insured:

This extension does not insure against loss or damage to or resulting from:

- a increased loss or damage to milk which does not originate from the insured premises described on the Declaration Page;
- b fines or penalties of any kind imposed by provincial authorities or marketing boards;
- c contamination of any type;
- d any intentional cause that destroys quality of milk product;
- e milk spoilage for any reason other than as listed in this coverage;
- f delay or failure of the third party recipient that has been contracted with to pick up milk caused by insufficient staffing or planning;
- g neglect or failure to repair such vehicle when a known condition which may cause a "Vehicle Breakdown" was not repaired;
- h no substitute vehicle being available to replace the vehicle which has suffered the vehicle breakdown or accident.

DEFINITIONS

- a **"Motor Vehicle Accident"** means a motor vehicle involving the third party transporting vehicle which is covered or would be covered under the motor vehicle policy of the registered owner.
- b **"Road Conditions"** means adverse weather or road conditions making it impossible or dangerous to operate the third party transporting vehicle.
- c **"Vehicle Breakdown"** means the operational failure of the third party transporting vehicle in such a way that the underlying problem prevents the vehicle from being operated at all, or impedes the vehicle's operation so much, that it is impossible or dangerous to operate. Vehicle breakdown includes breakdown or failure of any refrigeration or cooling apparatus forming part of the third party transporting vehicle (including connections or supply pipes), provided such breakdown or failure is caused by a peril not otherwise excluded.

3 MILK CONTAMINATION COVERAGE

This policy is extended to provide coverage for up to the limit shown on the Declaration Page in any one occurrence for financial loss, if any, arising from refrigerated milk which is condemned by the Provincial Milk Marketing Authority due to contamination resulting from:

- a animal medications including antibiotics;
- b the presence of a cleaning solution;
- c the failure to activate the bulk cooling tank;
- d blood or discharge from animals' mammary glands;
- e accidental contamination by dirt or straw.

The Insurer shall be liable for an amount not exceeding whichever is the least of:

- a the actual market value of the milk at the time of the loss;
- b the condemned contents of the bulk milk tank at the insured premises;
- c up to **\$25,000** or the amount specified on the Declaration Page for Milk Floater – Form AP310.

Deductible:

This extension of coverage is subject to a \$1,000 Deductible.

Loss or damage not insured:

This Extension does not insure:

- a loss or damage to milk which does not originate from the insured premises described on the Declaration Page;
- b fines or penalties of any kind imposed by provincial authorities or marketing boards;
- c contamination due to high somatic cell count in milk caused by poor milking sanitation;
- d loss from condemned milk contaminated from:

- (i) any intentional act by the Insured or Insured's employees;
- (ii) any medication or growth hormone not approved for use in Canada.

4 NEWLY ACQUIRED LIVESTOCK:

The insurance under this policy is extended to insure the following property that is owned, rented or controlled by the Insured:

- a similar livestock acquired during the policy term.
- b subject to all the terms, definitions, limitations, deductibles, insured perils, provisions and other conditions of the Livestock and Poultry Floater – Form AP300.

This extension of coverage is limited to a maximum recovery of **\$25,000, and not more than \$10,000 for any one animal**, in any one occurrence and is subject to a \$1,000 Deductible (or such other amount as may be shown on the Declarations Page for Form AP300). This is not an additional amount of insurance.

Insurance under this extension will cease on the earliest of:

- i. 30 days from the date of acquisition of such property;
- ii. the date values for such property are reported to the Insurer; or
- iii. the expiration date of this policy.

The Insured agrees to keep an accurate record of the date of the acquisition and description and value of each item so covered and to pay pro rata additional premium thereon.

5 ROUNDUP OF ESCAPED FARM LIVESTOCK

This form insures the expenses necessarily incurred by the Insured for the roundup of farm livestock that have escaped from:

- a the "premises"; or
- b automobiles or trailers in which farm livestock were being transported.

This extension of coverage is limited to a maximum recovery of **\$10,000** in any one occurrence and is subject to a \$1,000 Deductible.

6 SEMEN AND SEMEN TANKS COVERAGE

This form insures against all risks of direct physical loss of or damage to "semen tanks" "semen" and "embryos" held in tank(s):

- a at the "premises" specified in the Declaration Page;
- b at any Artificial Insemination Station on the behalf of the Insured;
- c while in transit to and from the insured premises and the Artificial Insemination Station

The Insurer shall be liable for an amount not exceeding whichever is the least of:

- a the actual cash value of the property at the time of the loss;
- b the interest of the Insured in the property;
- c **\$10,000.**

Loss or damage not insured:

This extension does not insure against loss or damage to, resulting from, contributed to or caused directly or indirectly:

- a arising from the failure of the semen to fertilize;
- b by wear, gradual deterioration or mechanical breakdown of the semen tank;
- c caused by neglect in failing to maintain proper nitrogen charge;
- d by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- e by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- f from any intentional or criminal act or failure to act by:

- i. any person insured by this policy; or
- ii. any other person at the direction of any person insured by this policy;
- g to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- h to any property illegally imported, acquired, kept, stored or transported;
- i by or resulting from neglect, meaning neglect by you to use all reasonable means to save and preserve the property at and after the time of a loss, or when the personal property is endangered by an Insured Peril;
- j by birds, bats or other vermin (including but not limited to skunks and raccoons), rodents (including but not limited to squirrels, rats and mice) or insects (including but not limited to moths, ants and bed bugs), except damage to building glass if glass breakage is provided by this policy;
- k to any buildings or structures, and the contents of any buildings or structures, where the building or structures are used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property and/or whether or not such use of the property causes, in any way, in whole or in part, any loss or damage. This includes any alteration of the premises to facilitate such illegal activity;
- l to any property undergoing any process, including a process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- m caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted (bailees for hire excepted);
- n caused by smoke from agricultural smudging or industrial operations.

DEFINITIONS

Wherever used in this Form:

- a **“Embryo”** means a new organism in the earliest stage of development, i.e. from the time that the fertilized “embryo” begins to develop a long axis up to the time that the major structures have begun to develop, when it becomes a fetus.
- b **“Premise” or “Premises”** means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location described on the “Declarations Page(s)”; and in or on vehicles within 100 metres (328 feet) of such locations.
- c **“Semen”** means farm livestock semen.
- d **“Semen Storage Tank”** means the liquid nitrogen filled container designed, constructed and built to suspend “semen” in a frozen form.

This extension of coverage is limited to a maximum recovery of **\$25,000** in any one occurrence and is subject to a \$1,000 Deductible.

7 VETERINARIAN SUPPLY COVERAGE

This form insures physical loss of or damage to drugs, medications, prescriptions and veterinarian supplies (excluding semen and semen tanks) kept for use in your agricultural operations while on the “premises”, caused by an insured peril (Consequential Loss is included.)

This extension of coverage is limited to a maximum recovery of **\$10,000** in any one occurrence and is subject to a \$1,000 Deductible.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM, ALL TERMS, CONDITIONS AND PROVISIONS OF THE POLICY TO WHICH THIS FORM IS ATTACHED SHALL HAVE FULL FORCE AND EFFECT.

