

# Hay, Straw, Silage and Feed - Form AP321

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## 1 PROPERTY INSURED

This form insures against direct physical loss of or damage to:

- a stacked or baled hay;
- b straw, silage or feed, commercial feed supplements, concentrates and processed grains for animal consumption;
- c tarps and/or silage bags, on or attached to the Hay, Straw, Silage and Feed.

This insurance covers the described property:

- a while located anywhere on property owned, leased or rented to the insured;
- b away from property owned, leased or rented to the insured, if specifically described in the Declaration Pages.

## 2 PERILS INSURED

This Form insures, except as excluded elsewhere in this Form, against direct loss or damage resulting from:

- a Fire and Lightning;
- b Explosion of natural, coal or manufactured gas.

## 3 DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the Declarations Page in any one occurrence. Should any occurrence give rise to the application of more than one deductible amount for any one "premise", only the highest deductible will be applied.

## 4 CO-INSURANCE

The Insurer shall not be, liable in the event of loss or damage, for no greater proportion thereof than the amount insured hereunder bears to 80% of the actual cash value of the property insured hereunder at the time when such loss or damage shall happen. If this Form covers two or more items, this condition shall apply to each item separately.

## 5 BASIS OF SETTLEMENT

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 the amount of insurance specified on the Declarations Page.

## 6 EXCLUSIONS

### A. LOSS OR DAMAGE NOT INSURED

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

- a to flax straw bales, unless indicated in the Declaration Page.
- b by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- c by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- d 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;
- e to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- f to any property illegally imported, acquired, kept, stored or transported;
- g 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;
- h 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;
- i 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;
- j 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;
- k 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);
- l caused by smoke from agricultural smudging or industrial operations.

#### **B. POLLUTION EXCLUSION**

This policy does not insure against:

- a loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" nor the cost or expense of any resulting "clean up". This exclusion does not apply:
  - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this policy;
  - (ii) to loss or damage caused directly by a resultant peril not otherwise excluded in this policy;
- b cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Clean Up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization, or remediation of "pollutants", including testing which is integral to the aforementioned processes.

#### **C. DATA & DATA PROBLEM EXCLUSION**

This policy does not insure against:

- a Loss or damage caused directly by failure of any "Data";
- b Loss or damage caused directly or indirectly by "Data Problem";

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire or lightning, explosion, impact by aircraft, spacecraft or land vehicle, leakage from fire protective equipment, windstorm or hail, this exclusion shall not apply to such resulting loss or damage.

#### **D. TERRORISM**

This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

#### **E. FUNGI AND SPORES EXCLUSION**

This policy does not insure:

- a loss or damage consisting of or caused directly or indirectly, in whole or in part, by any “fungi” or “spores”. This exclusion does not apply:
  - (i) if the “fungi” or “spores” are directly caused by a peril not otherwise excluded in this form, or
  - (ii) to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- b the cost or expense for any testing, monitoring, evaluation or assessing of “fungi” or “spores”

## 7 DEFINITIONS

Wherever used in this Form:

- a **“Clean up”** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of “pollutants”, including testing which is integral to the aforementioned process.
- b **“Data”** means representations of information or concepts, in any form.
- c **“Data problem”** means:
  - (i) erasure, destruction, corruption, misappropriation, misinterpretation of “data”;
  - (ii) error in creating, amending, entering, deleting or using “data”; or
  - (iii) inability to receive, transmit or use “data”.
- d **“Fungi”** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any “fungi” or “spores” or resultant mycotoxins, allergens, or pathogens.
- e **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- f **“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.
- g **“Spores”** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.
- h **“Terrorism”** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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.