

Summary of Changes

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| Wording: | Agricultural Buildings – Named Perils Form |
| Prior Wording No.: | TMI-F101-0122 |
| New Wording No.: | TMI-F101-1223 |
| Department: | Farm |
| Effective Date: | December 1 2023 |

| Section | Prior Version | New Version |
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| Perils Excluded | N/A | 11. pollution or 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”, except as provided under Additional Agreements of the Insurer Pollution Damage Insured Premises; |
| | N/A | 12. the perils as described in Property Common Exclusions (TMI-M510). |
| Exclusions | <p>Data Exclusion This Policy does not insure:</p> <ol style="list-style-type: none"> 1. “Data”, except as provided under Additional Agreements of the Insurer; 2. Loss or damage resulting from, contributed to or caused directly or indirectly by “data problem”. <p>However, if loss or damage caused by a “data problem” results in the occurrence of further loss of or damage to property insured that is directly caused by Fire, Explosion, Smoke, or Leakage from Fire Protection Equipment, all as described in “specified perils”, this exclusion shall not apply to such resulting loss or damage.</p> <p>Mould, Fungi And Spores Exclusion This policy does not insure:</p> <ol style="list-style-type: none"> 1. Loss or damage by any “fungi” or “spores” unless such “fungi” or “spores” are directly caused by or directly result from a peril not otherwise excluded by this policy; 2. The cost or expense for any testing, monitoring, evaluating or assessing of “fungi” or “spores”. <p>Communicable Disease Exclusion This policy exclusion limits coverage afforded under the property sections of this policy. Please read it carefully.</p> | N/A |

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| | <ol style="list-style-type: none">1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):<ol style="list-style-type: none">a. a Communicable Disease;b. the fear or threat (whether actual or perceived) of a Communicable Disease; orc. any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a Communicable Disease.2. For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense or other amount includes, but is not limited to, loss of revenue or income and/or replacement costs of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor or test with respect to:<ol style="list-style-type: none">a. a Communicable Disease; orb. any property that is affected or may be affected by such Communicable Disease.3. For the purposes of this exclusion, a Communicable Disease means any disease, illness, infection, sickness or syndrome which can be transmitted, either directly or indirectly, by any substance or agent between or from any organism to another organism (whether of the same or any other species) where:<ol style="list-style-type: none">a. the substance or agent includes, is comprised of, or contains any virus, bacterium, prion, parasite or other organism or microorganism, or any variation, mutation or evolution thereof whether living or not; andb. the method of transmission, whether direct or indirect, includes | |
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- but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. the disease, illness, infection, sickness, syndrome, substance or agent can or does:
 - i. cause or threaten to cause damage to human health or human welfare; or
 - ii. cause or threaten to cause damage to, deterioration of, loss of value of, marketability of or loss of use of any property; or
 - iii. otherwise cause or threaten to cause any loss of revenue, income, market share, or patronage of any kind.
 4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
 5. Neither this exclusion nor its absence from any prior insurance policy contract(s) shall be used to demonstrate coverage under such prior insurance policy contract(s).

Illegal Use Of "Premises" Exclusion

This policy does not insure loss or damage to property used, in whole or in part, for cultivation, harvesting, processing, growing, manufacture, distribution, storage or sale of cannabis or any product derived from or containing cannabis or any substance or drug falling within Schedules of the Controlled Drugs and Substances Act, except as allowed by law, whether or not "you" are aware of such use of the property.

Nuclear Exclusion

This policy does not insure any loss or damage caused directly or indirectly by:

1. Any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;

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| | <p>2. Contamination by radioactive material.</p> <p>Pollution Exclusion This policy does not insure 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”, except as provided under Additional Agreements of the Insurer Pollution Damage Insured Premises.</p> <p>Terrorism Exclusion This policy does not insure any 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” regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but “you” are still insured for ensuing loss or damage which results directly from fire or explosion.</p> <p>War Exclusion This policy does not insure any loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.</p> | |
| Definitions | <p>“Agri-business” means the ownership, maintenance or use of “premises” for the growing of crops and/or raising of “livestock”, including all necessary processing, storage and distribution of farm commodities. Unless specifically indicated on the “Declaration Page”, “agri-business” does not include any other “business” activity.</p> | <p>“Agri-business” means the ownership, maintenance or use of “premises” for the growing of crops or raising of “livestock”, including all necessary processing, storage and distribution of farm commodities. Unless specifically indicated on the “Declaration Page”, “agri-business” does not include any other “business” activity.</p> |
| | <p>“Business” means any full time or part time pursuit, other than “agri-business”, undertaken for financial gain including a trade, profession, job or occupation.</p> | <p>“Business” means any full-time or part-time activity or pursuit, other than “agri-business”, including occasional activities of any kind undertaken for financial gain; including a trade, profession, job or occupation.</p> |
| | <p>“Clean up” means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization of “pollutants”, including testing which is integral to the aforementioned process.</p> | <p>“Clean up” means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of “pollutants”, including testing which is integral to the aforementioned processes.</p> |
| | <p>“Data Problem” means:</p> | N/A |

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| | <p>a. erasure, destruction, corruption, misappropriation or misinterpretation of “Data”;</p> <p>b. error in creating, amending, entering, deleting or using “Data”;</p> <p>c. inability to receive, transmit or use “Data”;</p> <p>d. damage to electronic data processing equipment or other related component system, process, device or cloud storage.</p> | |
| | <p>“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.</p> | N/A |
| | <p>“Pollutants” means any solid, liquid gaseous or thermal irritant or contaminant, including vapour, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.</p> | <p>“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.</p> |
| | <p>“Seepage” means the slow movement or oozing of “water” or other fluid through small openings, cracks or pores.</p> | N/A |
| | <p>“Specified Perils” - means, subject to the exclusions and conditions in this policy;</p> <ol style="list-style-type: none"> 1. FIRE OR LIGHTNING. 2. EXPLOSION. 3. SMOKE: This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the “premises”; but loss or damage by smoke from any industrial or agricultural smudging operations, woodstove or any intentional fire set by “you” is excluded. 4. LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT: This peril means the “leakage” or discharge of “water” or other substance from within the equipment used for fire protection purposes for the “premises” described in the “Declaration Page”. | N/A |
| | <p>“Spore(s)” includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any “fungi”.</p> | N/A |

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| | <p>“Tenant” means one who rents property from another.</p> | N/A |
| | <p>“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.</p> | N/A |
| | N/A | <p>“Unoccupied” refers to a building with no people in it but to which people intend to return.</p> |
| | <p>“Vacant” refers to the circumstance where, regardless of the presence of furnishings:</p> <ul style="list-style-type: none"> • all occupants have moved out with no intention of returning and no new occupant has taken up occupancy; or • in the case of a newly constructed or acquired “agricultural building”, no occupant has yet taken up occupancy. | <p>“Vacant” refers to the circumstance where, regardless of the presence of furnishings:</p> <ul style="list-style-type: none"> • all occupants have moved out with no intention of returning and no new occupant has taken up occupancy or moved in; or • in the case of a newly constructed or acquired “agricultural building”, no occupant has yet taken up occupancy or moved in. |