

Miscellaneous Property Floater (Farm)

Definitions

"Insured", if an individual, means the person(s) named as Insured on the Declarations page and, while living in the same household:

- his or her spouse;
- the relatives of either; and
- any person under 21 in their care.

Spouse means a person

- who is married to or has entered into a civil union with another person and is living with that person; or
- who has been living with another person of the opposite or the same sex and has been publicly represented as that person's spouse for at least two (2) years; or
- in the following cases, for at least one (1) year if:
 - a child has been born or is to be born of their union; or
 - they have adopted a child together; or
 - one of them has adopted a child of the other.

In addition, a student who is enrolled in and attends a school, college or university and who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Declarations Page.

"We", **"us"** or **"our"** means the company providing this insurance.

"You" or **"your"** refers to the **"Insured"**

Coverage

We insure the property listed on the schedule for not more than the amount set opposite each item, against direct loss or damage caused by:

- (a) Fire, lightning and explosion;
- (b) Windstorm, tornado, cyclone and hail;
- (c) Earthquake;
- (d) Impact by aircraft;
- (e) Riot and civil commotion;
- (f) Overturning, derailment or collision of the conveyance in or upon which the insured property is being carried;
- (g) Stranding, sinking, windstorm, fire and collision, including General Average and salvage charges, while being transport on any regular ferry;
- (h) Theft.

Loss or Damage Not Insured

We do not insure:

- (1) Any property illegally acquired, kept, stored or transported or property seized or confiscated for breach of any law or by order of any public authority;
- (2) Any property where loss or damage is due to its use;
- (3) Any property while actively used in an occupation or employment for wages or profit;
- (4) Any property while rented to others;
- (5) Any property used in official race or speed tests;
- (6) Property while undergoing any process or while being worked on, where the damage results from such process or work;

We do not insure loss or damage caused by or resulting from:

- (7) Theft from an unattended automobile or motor vehicle unless the ignition is locked and all windows and doors are

securely closed and locked and there are visible signs of violent forcible entry into the vehicle. This exclusion shall not apply to property in the custody of common carriers;

- (8) Rust, wear and tear, gradual deterioration, defect or mechanical breakdown, inherent vice, latent defect;
- (9) Moths, vermin, rodents;
- (10) Marring, denting, chipping, tearing or scratching: unless caused by fire, lightning, windstorm, theft, collision, upset, or overturn of a transporting conveyance;
- (11) Dampness of atmosphere or extremes of temperature;
- (12) Infidelity of your employee(s) or any person to whom your property may be entrusted;
- (13) 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.

Basis of Claim Payment

Subject to the Coinsurance Clause, we will pay for loss or damage up to your financial interest in the property, but not exceeding the applicable amount of insurance for any loss or damage arising out of one occurrence.

Coinsurance Clause

We will pay in the proportion that the applicable amount of insurance bears to the Actual Cash Value of the property at the date of the loss. If this Form covers more than one (1) item, this clause will apply to each item separately.

The Actual Cash Value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

Any loss or damage shall not reduce the amounts of insurance provided by this policy.

Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Declarations Page with respect to this Form, in any one occurrence.

Territorial Limits

We will cover your equipment anywhere in Canada and the Continental United States.