



AGRICULTURAL EQUIPMENT COVERAGE FORM - BROAD FORM

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded and occurring during the policy period.

1. Insured Property

This form insures machinery, equipment and tools used in your business, including attachments and accessories to such property (as on the Schedule of Agricultural Equipment on file with us), which is:

- (a) Owned by you; or
- (b) Leased, rented or borrowed from others while in your care, custody or control and for which you are legally liable;

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property that occurs during the policy period.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

- (a) Property which has become a permanent part of any structure;
- (b) Property while located underground, in caissons, under water or on off-shore rigs;
- (c) Automobiles or similar conveyances, unless unlicensed or carrying a special license or permit allowing only limited use on public roadways;
- (d) Plans, blueprints, designs, or specifications;
- (e) Property illegally acquired, kept, stored or transported;
- (f) Property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
- (g) Property while airborne;
- (h) Tires and tubes unless the loss or damage is caused by fire, lightning, tornado, windstorm or theft, or occurs concurrently with other loss or damage covered by this Coverage Form;
- (i) Property leased, rented or loaned to others without operators.

2. Excluded Perils

We will not pay for a loss or damage caused by or resulting from any of the following:

- (a) Delay, loss of use or loss of market;
- (b) Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.
- (c) (i) Any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
(ii) Theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
(iii) Any dishonest or criminal act committed by anyone, except as stated in (c) (ii), when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.
This exclusion (c) (iii) does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.
These exclusions (c) (i) and (c) (iii) above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.
- (d) Weight of the load exceeding the registered lifting or supporting capacity of any machine
- (e) The collision of the boom with any part of the machine or another object;
- (f) Processing or work upon property. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.
- (g) Explosion to any pressure vessel or internal combustion engine in which the explosion originates;
- (h) Unexplained loss, mysterious disappearance, or the shortage of business contents disclosed on taking inventory;
- (i) Explosion, collapse, rupture, bursting, cracking, burning out or bulging of boilers or other pressure vessels.
- (j) Breaking through ice or sinking in muskeg, swamp, sand or other soft ground.
- (k) Faulty, improper or defective material, workmanship or design.
This exclusion (k) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
- (l) Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, rust, corrosion, marring, scratching, dampness, cold or heat;
This exclusion (l) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
- (m) Mechanical breakdown.
This exclusion (m) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
- (n) Gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.
This exclusion (n) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.



- (o) In whole or in part by war, invasion, act of foreign enemy, hostilities (whether was is declared or not), civil war, rebellion, revolution, insurrection or military power. 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;
- (p) (i) Any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas;
- (ii) Contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

C. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

D. DEDUCTIBLE

1. We are not liable for covered loss or damage in any one occurrence until the amount of such loss or damage exceeds the amount of the deductible shown in the Declarations.
2. When the deductible is shown as a percentage in the Declarations, the amount of the deductible will be equal to the specified percentage of the total amount of the covered loss or damage. If a loss involves two or more Insured Property items in any one occurrence, the percentage deductible will only apply to the item of Insured Property to which the highest Amount of Insurance applies.
3. When an Ingestion deductible is shown in the Declarations, such deductible applies solely to loss or damage in any one occurrence that is caused by ingestion of a foreign object. The amount of the deductible will be equal to the specified percentage of the total amount of the covered loss or damage. If a loss or two or more Insured Property items in any one occurrence, the percentage deductible will only apply to the Insured Property item with the highest Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. Coinsurance

This clause applies separately to each item for which a co-insurance percentage is specified on the Declarations and only where the amount of loss or damage exceeds the lesser of 2% of the applicable amount of insurance or \$5,000. You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage specified on the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation

In the event of loss or damage, the value of the property will be determined as of the time of loss or damage. The value of property will be the least of the following amounts:

- (a) The actual cash value of that property;
- (b) The cost of reasonably restoring that property to its condition immediately before loss or damage;
- (c) The cost of replacing that property with substantially identical property; or
- (d) The amount of insurance applicable to the lost or damaged property.

3. Dual Valuation

If the Declarations indicate that dual valuation applies, only with respect to repair of machinery and equipment, we will not make a deduction for depreciation. The value of the machinery and equipment will be the least of the following amounts:

- (a) The cost of reasonably restoring that property to its condition immediately before loss or damage;
- (b) The cost of replacing that property with substantially identical property; or
- (c) The amount of insurance applicable to the lost or damaged property.

Dual valuation does not apply:

- (i) If loss or damage is caused by ingestion of a foreign object;
- (ii) To parts consisting of canvasses, tarps, tracks, tires or batteries; or
- (iii) To parts that have previous unrepaired damage.

F. COVERAGE EXTENSION

Newly Acquired Property

If during the policy period you acquire additional property of a type already covered by this Coverage Form, we will cover such property for up to 30 days. The most we will pay for loss or damage is \$250,000.

You will report such property within 30 days from the date you acquire it and will pay any additional premium due. If you do not report such property, coverage will cease automatically when any of the following first occurs:

- (a) 30 days after the date you acquire the property;
- (b) The last day of the policy period;
- (c) This policy is terminated; or
- (d) The date we notify you that coverage will cease because we choose not to insure the property.

This Coverage Extension is additional insurance that applies in addition to the applicable Amount of Insurance. Paragraph **1. Coinsurance** in **E. Additional Conditions** does not apply to this Coverage Extension.

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