

CONTRACTORS EQUIPMENT FLOATER INSURANCE

(ALL RISKS FORM)

FORMING PART OF THE POLICY TO WHICH IT IS ATTACHED.

PROPERTY COVERAGE

This policy covers the property as described on the Declaration Page, owned by the Insured or in his custody or control and for which he is legally responsible while on land, including while in transit on a carrying conveyance on land, while on any public ferry approved and licensed by Provincial or Federal Authorities and in cars on transfers in connection therewith.

THIS POLICY INSURES:

PERILS

This Policy insures against direct physical loss or damage to the property insured from any external cause including General Average and Salvage except as herein excluded.

PROPERTY EXCLUDED:

This Policy does not insure:

- a. property illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
- b. automobiles, aircraft, watercraft, motorcycles or similar conveyances;
- c. money, notes, securities, accounts, bills, evidence of debt or valuable papers, plans, blueprints, designs or specifications;
- d. personal belongings or personal effects;
- e. property while located underground, in caissons or under water;
- f. property which has become a permanent part of any structure;
- g. tires or tubes unless the loss or damage is caused by fire or theft or is coincident with other loss or damage insured by this Policy but in no event for more than the actual cash value of the tires or tubes at the time of loss or damage;
- h. property whilst airborne unless otherwise endorsed hereon.

PERILS EXCLUDED

This Policy does not insure:

- a) Loss or damage caused by or resulting from the weight of any load including the loadblock, if any, and all rigging exceeding any or all of
 - 1) the maximum allowable load,
 - 2) the lifting capacity,
 - 3) the rated load,
 - 4) eighty-five percent (85%) of the minimum tipping load,any or all of which may be set out in the manufacturers specifications, capacity tables, or rating sheets for the particular unit involved;
- b) Loss, damage or expense 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 insured property may be entrusted, (bailees for hire excepted) or any mysterious disappearance or loss or shortage disclosed upon taking inventory;
- c) Loss or damage caused by wear and tear, latent defect or inherent vice, mechanical breakdown or derangement;
- d) Loss or damage caused by deterioration, vermin, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
- e) Loss or damage caused by electrical currents other than lightning unless fire or explosion ensues and then only for such destruction or damage as result from such fire or explosion;
- f) Loss or damage caused by or resulting from subsidence or breaking through ice, or by sinking in muskeg, swamp, and or other soft ground;
- g) Loss or damage caused by a criminal or willful act or omission of the Insured;
- h) Loss or damage caused by or resulting from delay, loss of market or loss of use;
- i) Loss or damage (unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion) sustained while the property insured is actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of the property insured;

- j) Loss or damage caused by explosion origination within the following if owned and/or operated by the Insured namely, steam boilers, pipes, fly wheels, engines and machinery connected therewith and operated thereby;
- k) Loss or damage to Crane or Derrick Boom(s) while being operated unless directly caused by fire, lightning, hail windstorm, explosion, riot, riot attending a strike, civil commotion, aircraft, other vehicles, landslide or overturning of the unit of which it is a part;
- l) Loss or damage to waterborne vessels, other floating equipment, aircraft, licensed motor vehicles, trailers, semi-trailers, or similar conveyances, plans, blue prints, designs or specifications;

SPECIAL CONDITIONS

COINSURANCE

This Company shall be liable, in the event of loss, for no greater proportion thereof than the amount insured hereunder bears to 90% of the actual value of the property described herein at the time when such loss or damage shall happen. If this Policy covers two or more items, this condition to apply to each separately.

DEDUCTIBLE

- a) Each claim for loss or damage shall be adjusted separately and from each adjusted claim the sum as shown on the coverage summary page shall be deducted in any one occurrence;
- b) With respect to any claim arising out of internal damage caused by foreign object(s) being ingested into the insured combine, swather, baler, mixmills or forage harvest equipment, the deductible shall be equivalent to 25% of the amount of the loss or \$2,500, whichever is greater.

AUTOMATIC COVERAGE

In consideration of the agreement by the Insured to report additional items of a nature similar to that scheduled hereunder, acquired subsequent to attachment date of this Policy, within thirty (30) days from the date acquire and to pay full premium thereon from the date acquired at pro rata at the policy rate, this Policy also covers such additional items but shall cease to cover such additional items if they are not reported to this Insurer within the said thirty (30) day period. This Insurer shall be liability under this provision in respect to any one loss, disaster or casualty, for not exceeding the actual cash value of such additional items, but in no event for more than the limit shown on the Declaration Page.

LIMIT OF LIABILITY

This Company shall not be liable for more than the limit shown on the Declaration page in any one disaster either in the case of partial or total loss or salvage, or any other cost and expenses or all combined.

TERRITORIAL LIMITS

This insurance covers only within the territorial limits of Canada and Continental United States (excluding Alaska) unless otherwise endorsed hereon.

SPECIAL AGREEMENT

It is warranted that the Assured hereunder does not hold any agreement and will not enter into any agreement with any Corporation, Concern of Individual to relieve said Corporation, Concern or Individual from any liability which the law or custom may impose upon them.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.