### **SECTION 4**

### ANTIQUE TRACTOR ENDORSEMENT

(Words and phrases that appear in quotation marks have special meaning. Refer to Special Definitions of this form and General Definitions of this policy. This coverage must be shown on the "Declaration Page" of "your" policy for it to apply.)

### **PROPERTY COVERAGE:**

# **Insuring Agreement**

"We" will indemnify "you" against any direct loss or damage of "your" "Antique Tractor", caused by the Insured Perils as described and limited.

## **Deductible**

In any one occurrence, "we" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page". If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

### Co-Insurance

"You" are required to maintain a limit of insurance on "Antique Tractor" equal to at least the amount that is calculated when the Coinsurance percentage designated on the "Declaration Page" (or 80%, if not shown) is multiplied against the actual cash value of the insured "Antique Tractor" at the time of the loss. Failure to do so will result in "you" only being entitled to recover 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.

### **Insured Perils**

If the "Declaration Page" shows Antique Tractor Endorsement applies, "you" are insured against all risks of direct physical loss or damage to the insured "Antique Tractor", subject to the exclusions, terms and conditions below.

### **Exclusions**

## PROPERTY EXCLUDED

"We" do not insure against loss or damage:

- 1. to any property illegally acquired or kept;
- 2. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- 3. to electrical devices or appliances caused by electrical current unless specific coverage is included in "your" policy;
- 4. to property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- 5. "Antique Tractors" used in whole or part for the cultivation harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not "you" are aware of such use of the property.

## PERILS EXCLUDED

"We" do not insure against loss or damage resulting from, contributed to, directly or indirectly:

- 1. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
- caused by wear, tear, scratching, marring, gradual deterioration, birds, moths, vermin (such as skunks and racoons), rodents (such as squirrels or rats) or insects, latent defect, rust, corrosion, extremes of temperature, wet or dry rot, fungi or spore(s), or contamination;
- 3. caused by or resulting from breaking or falling through ice:
- 4. resulting from intentional or criminal acts or failure to act by "you", "your" employees or anyone to whom the damaged or lost property is entrusted;
- 5. because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretences;

AT - 10.23

6. caused by mysterious disappearance.

## **Extensions of Coverage**

The following extensions of coverage shall not increase the amounts of insurance.

Up to \$3,000 of the limit stated on the "Declaration Page" for "your" "Antique Tractor" may be applied to loss or damage to tools, spare parts and equipment related to the use of "your" "Antique Tractor".

## **Special Limit of this Coverage**

The following special limit applies:

Coverage for loss or damage to tires and tubes will be limited to not more than \$1,000 on any individual "Antique Tractor". This limit shall not apply to loss or damage caused by fire, windstorm, theft, or vandalism and malicious acts or when the loss happens at the same time as other loss or damage insured by this coverage.

## **Basis of Claim Payment Clause:**

Unless stated otherwise, "we" will pay the "Actual Cash Value" of the insured loss or damage up to "your" financial interest in the "Antique Tractor" but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence. Where the insurance applies to more than one person or interest, "our" total liability for loss sustained by all such persons and interests shall be limited, in the aggregate, to the amount or amounts of insurance specified on the "Declaration Page".

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

If a part needed to repair the "Antique Tractor" or its related equipment is no longer available, "we" will pay an amount equal to the manufacturer's latest list price for the part.

If "you" qualify for a tax credit, the loss payment will be reduced by that amount.

Any loss or damage will not reduce the amounts of insurance provided by this Form.

### **Special Definitions:**

"Antique Tractor" is a tractor manufactured at least 30 years previous to the current calendar year and is no longer used for daily agricultural tasks.

"Premises" amends the meaning in the attached policy, to include coverage for the "Antique Tractor" while in transit to or while on the grounds of an Antique Tractor Exhibition; a sanctioned Antique Tractor Pull; or while participating in a Parade.

ALL THE GENERAL DEFINITIONS AND GENERAL LOSS OR DAMAGE NOT INSURED ALSO APPLY TO THIS COVERAGE

AT - 10.23

## **LIABILITY COVERAGE:**

This section of the Endorsement amends the Liability section of the attached policy to read as follows:

### **Definitions:**

"Premises" in this Section means all "premises" where the person(s) named as insured on the "Declaration Page" maintains a residence; on the grounds of an "Antique Tractor" Exhibition; or while "Antique Tractor" is being operated in a sanctioned "Antique Tractor" Pull; or while "Antique Tractor" is being utilized in a Parade.

## Motorized Vehicles "You" Own:

"Antique Tractors", while being operated on the insured "premises"; on the grounds of an "Antique Tractor" Exhibition; or while "Antique Tractor" is being operated in a sanctioned "Antique Tractor" Pull; or while "Antique Tractor" is being utilized in a Parade.

ALL THE DEFINITIONS, CONDITIONS AND EXCLUSIONS OF THE LIABILITY SECTION ALSO APPLY TO THIS COVERAGE

ALL THE STATUTORY AND ADDITIONAL CONDITIONS APPLY TO THIS COVERAGE

AT - 10.23