

GENERAL DEFINITIONS FARM

(The following definitions apply to “Your” policy)

“**Actual Cash Value**” will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, “we” will consider:

1. the condition of the property immediately before the loss or damage;
2. the use of the property and its obsolescence;
3. its resale value; and
4. its normal life expectancy.

“**Business**” means any full time or part time pursuit undertaken for financial gain including a trade, profession, job or occupation.

“**Clean up**” means expenses for the removal or neutralization of “pollutants”.

“**Data**” means representations of information or concepts, in any form.

“**Data Problem**” means:

1. erasure, destruction, corruption, misappropriation or misinterpretation of “data”;
2. error in creating, amending, entering, deleting, or using “data”, or
3. inability to receive, transmit, or use “data”, or
4. damage to electronic data processing equipment or other related component, system, process, device or cloud storage.

“**Declaration Page**” means the Section of “your” Insurance Policy containing basic information such as “your” name and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts.

“**Domestic Fuel Tank**” means a permanently installed, above-ground “domestic fuel tank(s)” that is part of a heating unit for the insured “dwelling” or for the insured detached private structure(s). The “domestic fuel tank” includes equipment, apparatus or piping which forms part of the permanent “domestic fuel tank” installation. A permanently installed “domestic fuel tank(s)” located in the basement of an insured “dwelling” or an insured detached private structure(s) is to be deemed to be above-ground.

“**Domestic Water Container**” means a device or apparatus for personal use on the “premises” for containing, heating, chilling or dispensing “water”.

“**Dwelling**” means the building described on the “Declaration Page” occupied by “you” as a private residence.

“**Earthquake**” means snow slide, ice slide, landslide or other earth movements occurring concurrently with and directly resulting from an “earthquake” shock.

“**Exterior Wiring Systems**” means all utility poles and includes attached lighting, electrical equipment and wiring which is owned by “you” and located on “your” “premises”.

“**Electronic Media**” means media that uses electronics or electromechanical devices to access content (opposite of print media) such as; video and audio recordings, multimedia presentations, CDs, DVDs.

“**Farm Building**” means the building(s) described on the “Declaration Page”.

“Farm Building” includes:

- (i) additions and extensions communicating and in contact with the building(s);
- (ii) permanent fittings and fixtures attached to and forming part of the building(s);
- (iii) materials, equipment and supplies on the “premises” for maintenance of and normal repairs and minor alterations to the “building” or for building services.

“Farm Building” does not include:

- (i) “Outdoor Property”;
- (ii) Solar Power panels and related equipment, but this does not include solar equipment used to heat water.

“**Farm**” means an area of land and “farm buildings” used for the growing of crops and/or raising of animals.

“**Feed**” means any ground “feed”, manufactured and compounded stock foods and commercial “feed”.

“**Fire Protective Equipment**” includes tanks, water mains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include;

1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
2. any water mains or appurtenances located outside of the described “premises” and forming a part of the public water distribution system;
3. any pond or reservoir in which the water is impounded by a dam.

“**Flood**” includes, but is not limited to waves, tides, tidal waves, tsunami, storm surge, or seiche; the overflow of any body of “water”, whether natural or man-made, breakage or overflow of man-made dikes, flood walls, levees or similar “water” control measures.

“**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 “Spore(s)” or resultant mycotoxins, allergens or pathogens.

“**Grain**” includes swathed “grain”, seed, and swathed seed crops.

“**Ground water**” means “water” below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.

“**Ice Damming**” means when melted snow refreezes forming a dam that can trap “water” under shingles or other roof finishing layers causing leaks through roof deck joints and nail holes.

“**Leakage**” means the accidental entry, escape or release of “water” or other fluid through a gap, flaw or other opening.

“**Livestock**” includes, but is not limited animals such as poultry, swine, sheep, goats, cattle, horses kept for use in “your” farming operation.

“**Machinery and Equipment**” includes farm tools, implements, machinery and fuel usual to the operation of a farm, only while in use for agricultural purposes, and materials and supplies on “premises” insured under Section 2 of this policy intended for use in construction, alteration or repair of building(s) insured under Section 2 of this policy. Vehicles subject to registration under any government authority are not included.

“**Named Perils**” means:

1. FIRE.
2. LIGHTNING.
3. EXPLOSION: This peril does not include loss or damage caused by explosion of steam pressure vessels when their normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure.
4. FALLING OBJECT: This peril means a falling object which strikes the exterior of a building, but not objects which strike the building because of snowslide, iceslide, landslide or other earth movement.
5. WINDSTORM OR HAIL: This peril does not include loss or damage to insured property or to the interior of an insured building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building.
This peril does not include damage due to weight or pressure of ice or snow, waves, floods, land subsidence, whether driven by wind or not.
6. RIOT, RIOT ATTENDING A STRIKE

7. LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT: This peril means leakage or discharge of water or other substance from fire protection equipment in the building.
8. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE
9. SMOKE: (Limited to Buildings) This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.

“Outdoor property” means:

1. radio, television, satellite, dish-type or other antennae and their masts;
2. towers and lead-in wiring;
3. submersible pumps and related well water equipment used to supply water to “farm buildings” or “livestock”;
4. utility and hydro poles and transmission lines, “exterior wiring systems”, including underground transmission lines and pipes on “your” “premises” furnishing heat, light, power or gas to “your” “premises”;
5. farm fences or corrals;
6. bunker silos;
7. decorative windmills;
8. bridges, driveways and laneways used to access insured “farm buildings”;
9. “livestock” feeders.

“Pollutants” means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

“Premises” in this Policy means buildings as named on the “Declaration Page” including the land immediately surrounding and belonging to it.

“Produce” includes;

1. commercial feeds;
2. fertilizers, herbicides and pesticides;
3. milk;
4. unfertilized eggs; and
5. anything that is an agricultural product of the soil.

It does not include;

1. seed, commercial fertilizers, herbicides and pesticides held for resale, unless specifically insured;
2. tobacco;
3. cut logs or lumber; and
4. unharvested crops.

“Residence Employee” means a person employed by “you” to perform duties in connection with the maintenance or use of the insured “premises”. This includes persons who perform household or domestic services or duties of a similar nature for “you”. This does not include persons while performing duties in connection with “your” “business” or farming operation.

“Seepage” means the slow movement or oozing of “water” or other fluid through small openings, cracks or pores.

“Spore(s)” includes, but is not limited to, any reproductive particle of microscopic fragment produced by, emitted from or arising out of any “fungi”.

“Spouse(s)” means either of two persons who are:

1. married to each other or who have together entered into a marriage that is voidable or void; or
2. living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three years or, if they are the natural or adoptive parents of a child, for a period of one year; or
3. considered “spouses” under the Family Law Act, or its equivalent, in the jurisdiction in which the policy was issued.

“Surface waters” means “water” or natural precipitation temporarily diffused over the surface of the ground not caused by “flood” or escape of “water” from a “domestic water container” or “water main”.

“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.

“Under Construction” means construction from the foundation, or any alterations or repairs to a “farm building” which result in the piercing of an exterior wall or the roof for more than twenty-four (24) hours, or which necessitates the temporary relocation of the livestock, machinery or equipment normally kept in the “farm building”.

“Unmanned Air Vehicle System” means a power-driven aircraft that is operated without a flight crew member onboard, with its flight controlled either autonomously by onboard computers or by the remote control of an operator. This includes the airframe, motor, propellers, rotors, battery, spare parts, vehicle navigation system or flight controller, and ground control systems.

“Vacant” refers to the circumstance where, regardless of the presence of furnishings:

1. all occupants have moved out with no intention of returning to reside continuously in the “dwelling” or “unit” and no new occupant has taken up residence; or
2. in the case of a newly constructed or acquired “dwelling” or “unit”, no occupant has yet taken up residence.

“Volunteer” means any person who donates time to an organization for a charitable purpose or in direct service to the general public or the community.

“Water main” means a pipe forming part of a public “water” distribution system, which conveys consumable “water” but not wastewater.

“Water” means the chemical element defined as H₂O in any of its three natural states, liquid, solid and gaseous.

“We”, “our” or “us” means the Company or Insurer providing this insurance.

“You” or “your” means;

1. the person(s) named as insured on the “Declaration Page” and, while living in the same household, his or her “spouse”, and the relatives of either or any person under the age of 21 years in their care; and
2. a corporation, if such entity is shown on the “Declaration Page” of this policy.

Only the person or entity named on the “Declaration Page” may take legal action against “us”.