

# Transportation Floater - Form AP350

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## 1 PROPERTY INSURED

This Form insures lawful goods and merchandise, including packages all usual or incidental to the business of the Insured as specified on the Declaration Page and all being the property of the Insured or of others which the Insured is responsible, on consignment or sold but not delivered. Coverage applies on such goods and merchandise while in transit between points and/or place in Canada and the continental United States of America for the following amounts in any one loss:

- a while in the custody of any railroad or railroad express company including while on ferries and/or in railroad cars on transfers or lighters;
- b while in the custody of any public truckmen, land transfer and/or land transportation companies, and/or trucks owned, leased or hired by the Insured;
- c while in the custody of air carriers;
- d while in the custody of regular coastwise ship lines navigating United States Atlantic and United States Gulf of Mexico coastal waters;
- e during transportation to and from conveyances or premises of the above described carriers, in motor trucks or trailers operated by the Insured.

## 2 ATTACHMENT

The insured property is covered from the time of leaving the premises at the initial point of shipment and continuously thereafter in course of transit until delivered at the premises at destination, including while on docks, wharves, piers, bulkheads, platforms, in depots or stations awaiting shipment and after arrival, but only while actually in transit or in the custody of a common carrier incidental to transportation.

## 3 LIMIT OF LIABILITY

The Insurer shall not be liable for more than the amount of insurance stated in the Declaration Page in any one loss, casualty or disaster, either in case of partial or total loss, including salvage charges or any other charges or expenses or all combined.

## 4 DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the Declaration Page in any one occurrence. Should one occurrence give rise to the application of more than one deductible, only the largest deductible amount shall apply.

## 5 PERILS INSURED

This policy insures against all risks of direct physical loss or damage to the insured property from any external cause, except as herein provided.

## 6 EXCLUSIONS:

### A. PROPERTY EXCLUDED

This Form does not insure:

- a accounts, bills, currency, deeds, evidences of debt, money, notes, securities, jewellery, precious stones, paintings, statuary and other works of art or other similar valuables;
- b property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
- c property while waterborne except while being transported on any regular ferry or in or on railway cars or transfers in connection therewith;

- d shipments that have been either refused or are returned by the receiver unless returned at the direction of the Insured and such shipments are declared to the Insurer for the purpose of computing premium as provided for herein;
- e samples or containers while in the care, custody or control of the Insured's sales representatives;
- f shipments by mail;
- g property used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property and/or whether or not such use of the property causes, in any way, in whole or in part, any loss or damage.

## **B. PERILS EXCLUDED**

This Form does not insure:

- a against loss or damage by dampness, leakage, shrinkage, breakage, marring, scratching, or by being spotted, discolored, moulded, rusted, frosted, rotted, soured, steamed or changed in flavor unless directly caused by or resulting from fire, lightning, explosion, riot, windstorm, hail, flood, earthquake, theft or attempt thereat or collision, derailment or overturning of vehicles while on land, or collision or crashing of an aircraft while in flight, or by the stranding, sinking, burning or collision of a transport vessel, strike, sprinkler leakage, or vandalism;
- b against loss or damage caused by delay, loss of market, loss of use;
- c against loss or damage caused by gradual deterioration, insects, moths, vermin or inherent vice;
- d against 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 whom the property may be entrusted (carriers for hire excepted);
- e by loss or damage due to any dishonest, fraudulent or criminal act by the Insured, a partner thereof or an officer, director, trustee or employee thereof, whether acting alone or in collusion with others;
- f by mysterious disappearance or shortage of property insured disclosed on taking inventory;

## **C. POLLUTION EXCLUSION**

This policy does not insure against:

- a loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" nor the cost or expense of any resulting "clean up". This exclusion does not apply:
  - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this policy;
  - (ii) to loss or damage caused directly by a resultant peril not otherwise excluded in this policy;
- b cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Clean Up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization, or remediation of "pollutants", including testing which is integral to the aforementioned processes.

## **D. DATA & DATA PROBLEM EXCLUSION**

This policy does not insure against:

- a Loss or damage caused directly by failure of any "Data";
- b Loss or damage caused directly or indirectly by "Data Problem";  
However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire or lightning, explosion, impact by aircraft, spacecraft or land vehicle, leakage from fire protective equipment, windstorm or hail, this exclusion shall not apply to such resulting loss or damage.

## E. TERRORISM

This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". 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. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

## F. FUNGI AND SPORES EXCLUSION

This policy does not insure:

- a loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:
  - (i) if the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form, or
  - (ii) to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- b the cost or expense for any testing, monitoring, evaluation or assessing of "fungi" or "spores".

## 7 SPECIAL CONDITIONS

### a Valuation

The said goods and merchandise shall be valued at actual invoice cost, including prepaid or advanced freight, if any, together with such costs and charges (including the commission of the insured as selling agent, but excluding duty) as may have accrued and become legally due thereon. In the event of there being no invoice, the valuation of the merchandise insured hereunder shall be the actual cash market value of the property insured at point of destination on the date of disaster.

### b Reporting Clause (This clause only applies if this Form is on a Reporting Basis and an adjustment rate is shown in the Declaration Page)

This Form is issued for a provisional premium, payable annually in advance, based upon estimated total annual shipments calculated at the indicated rate per \$100. The Insured agrees to report to the Insurer promptly after each anniversary expiration date the actual cash value of all shipments (excluding shipments not at the Insured's risk) insured hereunder during the preceding policy year. If the earned premium thus computed exceeds the provisional premium paid, the Insured shall pay the excess to the Insurer; if less, the Insurer shall return to the Insured the unearned portion paid by the Insured, but such premium shall not be less than any minimum premium stated in this policy. The Insurer or its duly authorized representative shall be permitted at all reasonable times during the term of the Policy or within a year after terminating or expiration to examine the Insured's books, records and such policies as related to any property insured hereunder. Such inspection or examination shall not waive, nor in any manner affect any terms or condition of this Form.

### c Bills of Lading

It is agreed that the Insured may, without prejudice to this insurance, accept such Bills of Lading, receipts or contracts of carriage as are ordinarily issued by carriers, containing a limitation as to the value of goods and merchandise, however this shall not be construed as waiving the actual cash value reporting requirements of the Premium Adjustment Clause.

## 8 DEFINITIONS

Wherever used in this Form:

- a **"Clean up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to the aforementioned process.
- b **"Contract price"** means the price that would be paid under a grower contract for produce of like quality or standard on the date of the loss, excluding any premium or bonus for early delivery, less dockage, transportation costs and any other un-incurred expenses.
- c **"Data"** means representations of information or concepts, in any form.
- d **"Data problem"** means:
  - (i) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
  - (ii) error in creating, amending, entering, deleting or using "data"; or

- (iii) inability to receive, transmit or use “data”.
- e **“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 “spores” or resultant mycotoxins, allergens, or pathogens.
- f **“Grain”** means whole threshed grain, seed, peas, lentils and beans.
- g **“Grower contract”** means a contract in writing for the future delivery of produce at a predetermined price;
- h **“Marketing Board price”** means the price for delivery of produce of like quality or standard on the day of the loss payable by the applicable Marketing Board in the local jurisdiction, less all discounts and un-incurred expenses to which said produce would have been subject had no loss occurred;
- i **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- j **“Premise” or “Premises”** means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location described on the “Declarations Page(s)”; and in or on vehicles within 100 metres (328 feet) of such locations.
- k **“Produce”** means agricultural products of the soil, including, but not limited to fruits and vegetables.
- l **“Spores”** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.
- m **“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.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM, ALL TERMS, CONDITIONS AND PROVISIONS OF THE POLICY TO WHICH THIS FORM IS ATTACHED SHALL HAVE FULL FORCE AND EFFECT.