

MISCELLANEOUS ARTICLES

1. INDEMNITY AGREEMENT

In the event that any of the property insured is lost or damaged by the perils insured against, the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:

- (a) the actual cash value of the property at the time of the loss or damage;
- (b) the interest of the Insured in the property;
- (c) the amount of insurance specified on the "Declaration Page(s)" in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's 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(s)".

2. PROPERTY INSURED

This Form insures the property as described on the "Declaration Page(s)" as per the schedule of insured property attached hereto or on file with the Insurer, the property of the Insured or property of others for which the Insured may be liable.

3. AMOUNTS OF INSURANCE

The maximum liability of the Insurer in any one loss shall not exceed the amount(s) of insurance specified for each item listed on the schedule of insured property attached hereto or on file with the Insurer.

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(s)" in any one occurrence.

5. DEBRIS REMOVAL EXTENSION

(a) **Debris Removal:** The Insurer will indemnify the Insured for expenses incurred in the removal from the "premises" of debris of the property insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this Form. The amount payable under this extension shall be subject to a maximum amount of \$5,000.

(b) **Removal of Windstorm Debris:** The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon a location specified on the "Declaration Page(s)" subject to a maximum recovery of two thousand, five hundred dollars (\$2,500.) for any one occurrence.

Debris removal expense shall not be considered in the determination of actual cash value for the purpose of applying the Co-Insurance Clause.

6. PERILS INSURED

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

7. EXCLUSIONS

7.A. PROPERTY EXCLUDED

This Form 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) licensed automobiles, aircraft, spacecraft, watercraft, licensed motorcycles or similar licensed conveyances;
- (c) property while waterborne, except that while the property insured is being transported on any regular ferry or is in or on railway cars or transfer in connection therewith, this Form insures against direct physical loss or damage to the property insured caused by the Stranding, Sinking, Burning, or Collision of the vessel, including General Average and Salvage Charges;
- (d) 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 Form;
- (e) currency, money, notes, stamps, securities, passports, railway or other tickets, evidence of debt or title;
- (f) furs, garments trimmed with fur, jewels, jewellery, watches, pearls, precious and semiprecious stones, gold, silver, platinum and other precious metals and alloys;
- (g) any camera or equipment designed for Aerial Photography, while in or on any aircraft, unless endorsed hereon;

7.B. PERILS EXCLUDED

This Form does not insure:

- (a) loss or damage caused by electrical currents other than lightning unless fire or explosion ensues and then only for such destruction or damage as results from such fire or explosion;
- (b) loss or damage caused by wear and tear, latent defect or inherent vice, mechanical breakdown or derangement;
- (c) loss or damage caused deterioration, vermin, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
- (d) 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 the property insured;
- (e) loss or damage caused by a criminal or willful act or omission of the Insured;
- (f) 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, employees or agents of the Insured or any person or persons to whom the property may be entrusted (bailees for hire excepted) or any mysterious disappearances or loss or shortage disclosed upon taking inventory;
- (g) loss or damage caused by explosion originating within steam boilers of the property insured;
- (h) loss or damage caused by or resulting from delay, loss of market, or loss of use;
- (i) loss or damage occasioned by breakage of glass or articles of a fragile nature, unless caused by fire, lightning, theft and or attempted theft, windstorm, earthquake, flood, explosion, malicious acts, aircraft damage, or collision, derailment or overturn of conveyance, unless included on the "Declaration Page(s)".
- (j) loss or damage occasioned by theft or pilferage of the insured property when left in automobiles or other conveyances unless such loss or damage be a direct result of violent forcible entry (of which there shall be visible evidence), from a fully enclosed body, the doors and windows of which shall have been securely locked, or from a compartment which shall have been securely locked. It is understood and agreed, however, that the foregoing shall not apply when the insured property is in the custody of a common carrier;
- (k) loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (l) loss or damage caused directly or indirectly:
 - (i) by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
 - (ii) by contamination by radioactive material.
- (m) loss or damage caused by the inability of or failure of any electronic data processing equipment, or other equipment including microchips embedded therein, computer program, software, media, data, memory storage system, memory storage device, real time clock, date calculator or any other related component, system, process or device to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming.

This exclusion does not apply to loss or damage caused directly by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, strike, civil commotion, vandalism, malicious acts, smoke, leakage from fire protective equipment, windstorm or hail, theft, burglary, freezing of a plumbing, heating or air conditioning system, sewer back-up or water from any source, to the extent that such losses are otherwise insured by this policy.

8. VALUATION

One of the following clauses as specified in the "Declaration Page(s)" applies to this Form:

(a) Actual Cash Value

The Insurer shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

(b) Valued

The Insurer shall not be liable for more than the amount set opposite the respective item insured hereunder which amounts are agreed to be the values of said items for the purpose of this insurance.

9. CO-INSURANCE CLAUSE

The Insurer shall not be liable in the event of loss hereunder for no greater proportion thereof than the amount insured by this form bears to an amount equal to the co-insurance percentage specified in the "Declaration Page(s)" applied to the actual cash value of the property insured hereunder at the time and place such loss or damage shall occur.

10. TERRITORIAL LIMITS

This Form covers only within the territorial limits of Canada and the Continental United States of America, excluding Alaska.

11. REINSTATEMENT

Loss under any item of this Form shall not reduce the applicable amount of insurance.

12. OTHER INSURANCE

The Insurer is not liable:

- (a) for more than the portion of any loss or damage covered by this Form which the applicable limit of this Form bears to the total amount of insurance covering against the perils of fire irrespective of whether or not such other insurance provides coverage in respect of the perils covered by this Form whether by endorsement thereto or otherwise;
- (b) where such other insurance does not insure against loss or damage by fire for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected.

13. 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 processes.
- (b) "Declaration Page(s)" means the Declaration Page(s) applicable to this Form.
- (c) "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.

All other terms and conditions of the policy remain unchanged.