

MISCELLANEOUS PROPERTY (BROAD FORM)

INDEMNITY AGREEMENT

In the event that any of the property insured be 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 loss or damage;
- (b) the interest of the Insured in the property;
- (c) the amount of insurance specified on the "Declarations Page" 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 interest shall be limited in the aggregate to the amount or amounts of insurance on the "Declarations page."

PROPERTY INSURED

This Form insures the property as described on the "Declarations Page" forming part of this Policy, but only with respect to those items for which an amount of insurance is specified.

DEDUCTIBLE

This Insurer is liable for the amount by which the loss or damage caused by any of the perils insured under this Form exceeds the deductible as stated in the Declarations.

CO-INSURANCE

The Insurer shall not be liable in the event of loss or damage for any greater proportion of any such loss or damage than the amount hereby insured bears the actual value of the property insured at the time such loss or damage shall happen. If this Form insures two or more items, this condition shall apply to each item separately.

PERILS INSURED

This Form insures against all risks of direct physical loss or damage to the property insured, except as herein provided.

PERILS EXCLUDED

This Form does not insure against:

- a. Loss or damage caused by or resulting from corroding, rusting, rodents, insects, vermin, dampness of atmosphere, staining or freezing unless such damage is the result of other loss covered by this Form;
- b. Loss or damage caused by or resulting from artificially generated electrical currents to electrical appliances or devices (including wiring), unless fire ensues and then only for loss or damage by such ensuing fire;
- c. Loss or damage resulting from misappropriation, secretion, conversion, infidelity or any dishonest, fraudulent or criminal 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 property may be entrusted, rented or loaned (bailees or carriers for hire excepted);
- d. Loss or damage occasioned by neglect of the Insured to use all reasonable means to save and preserve the property at and after any disaster insured against or when the Insured has notice of an impending disaster;
- e. Breakage of glass or similar fragile materials, marring or scratching unless such loss or damage to the insured property is caused directly by fire or the combating thereof, lightning, flood, earthquake, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles other than transporting conveyances, rupture of pipes or breakage of apparatus, sprinkler leakage, vandalism, malicious acts, theft, attempted theft or accident to transporting conveyance;
- f. Loss or damage sustained to property insured while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing thereto, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- g. Loss or damage caused by disturbance or erasure of electronic readings by electric or magnetic injury except by lightning;
- h. Loss or damage caused by wear and tear, gradual deterioration, latent defect, inherent vice, mechanical breakdown or derangement, or the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property is insured;
- i. Loss or damage caused by mysterious disappearance, unaccountable loss, or shortage disclosed on taking inventory.

PROPERTY EXCLUDED

This Form does not insure: accounts, bills, currency, deeds, evidences of debt or title, money, notes or securities.

TERRITORIAL LIMITS

This insurance covers only within the limits of Canada and the continental United States of America.

PROPERTY OF OTHERS

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

DELAY CLAUSE

Warranted free from any claim consequent upon delay, deterioration, loss of use or loss of market whether arising from a peril insured against or otherwise.

REINSTATEMENT

The amount of insurance provided by this Form shall not be reduced as a consequence of loss payment.

BREACH OF CONDITIONS

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the premises over which the Insured has no control.

LOCKED VEHICLE WARRANTY

Warranted by the Insured that any vehicle in which the property insured is carried is equipped with a fully enclosed metal body or compartment, and the Insurer shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.