

# OFFICE CONTENTS FLOATER

## 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 interests shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declarations Page".

## PROPERTY INSURED

Office furniture, fixtures, equipment, machines, supplies, records (for blank cost plus actual cost of labour in transcribing or copying such records or in the case of film, tape or wire recording media, the cost of unexposed materials) and all other office contents, except as herein excluded or limited, the property of the Insured or of others for which the Insured is liable, also tenant's improvements, meaning building improvements, alterations and betterments to the building(s) occupied by the Insured, provided that the Insured is not the owner of the building(s). It is understood and agreed that damage to "tenant's improvements" shall be adjusted with the Insured. All the above property ordinarily situate at the Insured's office(s) as described on the "Declarations Page" of this Policy.

## 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 "Declarations Page" in any once occurrence

Should one occurrence give rise to the application of more than one deductible, only the largest individual deductible amount shall apply.

## CO-INSURANCE

This clause applies separately to each item for which a co-insurance percentage is specified on the "Declarations Page" and only where the total loss exceeds the lesser of 2% of the applicable amount of insurance or \$5,000.

The Insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the co-insurance percentage specified on the "Declarations Page", of the actual cash value thereof and, and failing so to do, shall only be 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.

## TERRITORIAL LIMITS

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

## OPTIONAL EXTENSIONS

At the option of the Insured:

- a. **THEFT DAMAGE TO BUILDING(S):** 10% of the amount of insurance specified for each location shall apply to that part of the building specifically described and occupied by the Insured, against damage (except damage by fire or smoke) provided the Insured is liable for such damage.
- b. **CURRENCY:** \$500. any one occurrence, shall apply to loss or damage by burglary or robbery of currency, money and stamps while in or on the premises and while being conveyed by the Insured or his employee to or from the bank, post office or other business office.
- c. **PERSONAL EFFECTS:** 5% of the amount of insurance specified for each location shall apply to loss of or damage to the personal effects of the Insured or others, not otherwise insured, in or on the premises by fire, lightning, explosion, riot, strike, smoke, impact by aircraft, spacecraft or land vehicle, windstorm or hail.
- d. **DEBRIS REMOVAL:** the coverage provided by this Form is extended to include expense necessarily incurred in the removal of debris of property insured by this Form.
- e. **EXTRA EXPENSE:** \$1,000. any one occurrence, shall apply to extra expense necessarily incurred by the Insured in maintaining normal office operations, interrupted by a loss insured under this Form, for the period of time required with the exercise of due diligence and dispatch to restore normal operations.
- f. **VALUABLE PAPERS AND RECORDS:** \$500. any one occurrence, shall apply to additional expense necessarily incurred, in the reproduction of the Insured's valuable papers, original plans or drawings, specifications or other records, due to loss or damage by an insured peril.
- g. **ACCOUNTS RECEIVABLE:** \$1,000. any one occurrence on all sums due the Insured from customers provided the Insured is unable to effect collection thereof as direct result of loss or damage, by an insured peril, to records of accounts receivable. After payment of loss all amounts recovered by the Insured on accounts receivable for which the Insured has been indemnified shall belong and be paid to the Insurer by the Insured up to the total amount of loss paid by the Insurer; but all recoveries in excess of such amounts shall belong to the Insured. The amounts insured under this Item does not increase the amount of insurance applicable to this Form.

## PERILS INSURED

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

## PROPERTY EXCLUDED

This form does not insure loss of or damage to:

- 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. street clocks, electrical signs, mechanical signs or exterior glass or any lettering or ornamentation thereon, unless such loss is caused directly by fire, lightning, smoke, explosion, windstorm, hail, strike, riot, impact by aircraft, spacecraft or land vehicle;
- c. raw stock, stock undergoing process or finished stock;
- d. currency, money, stamps, notes, securities, cheques, drafts, railroad or other tickets, except as provided in Item 6(b) of this Form;
- e. samples, property held for sale or delivery after sale or in the mail;
- f. property at locations which to the knowledge of the Insured are vacant, unoccupied or shut down for more than 30 consecutive days;
- g. furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, precious and semi-precious stones, pre-recorded video tapes, cigars, cigarettes, tobacco, narcotics, alcohol, wines, liquors and other alcoholic beverages, but this exclusion does not apply to the first fifty dollars (\$50.00) of any loss insured herein.

## PERILS EXCLUDED

This Form does not insure against loss or damage caused directly or indirectly:

- a. by earthquake, except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment, provided such perils are not otherwise excluded;
- b. by flood, including waves, tides, tidal waves, tsunamis, and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made, but this exclusion does not apply to ensuing loss or damage which results directly from fire, explosion, smoke, leakage from fire protective equipment or from a watermain, provided such perils are not otherwise excluded;

exclusions (a) and (b) do not apply to property in transit:

- c. (i) by seepage, leakage, or influx of water derived from natural sources through basement walls, doors, roofs, windows or other openings, therein, foundations, basement floors, sidewalks, sidewalk lights, or by the backing up of sewers, sumps, septic tanks or drains, unless concurrently and directly caused by a peril not otherwise excluded;
- (ii) by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded;
- d. by centrifugal force, mechanical or electrical breakdown or derangement in or on the "premises", unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
- e. by dampness or dryness of atmosphere, changes of temperature, freezing, heating, shrinkage, evaporation, loss in weight, leakage of contents, exposure to light, contamination, pollution, change in colour or texture or finish, rust or corroding, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, strike, vandalism, malicious acts, smoke, leakage from fire protective equipment, windstorm or hail, rupture of pipes or breakage of apparatus not excluded;
- f. by rodents, insects or vermin, but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded;
- g. by delay, loss of market, or loss of use or occupancy;
- h. by misappropriation, secretion, conversion, infidelity or any dishonest manner of acquiring possession on the part of the Insured or any other party of interest employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted);

### NOR DOES THIS FORM INSURE:

- i. wear and tear, gradual deterioration, latent defect, inherent vice, 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 the property is insured;
- j. mysterious disappearance or unexplained loss or shortage disclosed on taking inventory;
- k. disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning;
- l. loss or damage sustained while the insured property is actually being worked upon and directly resulting therefrom or caused by any replacing, adjusting or servicing of the insured property, unless fire or explosion ensues, and then only for such loss or damage caused directly by such ensuing fire or explosion;
- m. loss or damage to electrical apparatus caused by electricity other than lightning unless fire ensues and then only for loss or damage caused by such ensuing fire;
- n. loss or damage to any safe caused by or resulting from safe burglary or attempt thereat;
- o. loss of damage due to any dishonest, fraudulent or criminal act by any Insured, a partner therein or an officer, director, trustee or employee thereof, whether acting alone or in collusion with others;
- p. loss or damage due to theft (including attempt thereat) of property while unattended in or on any motor vehicle or trailer, unless contained in a fully enclosed and securely locked body or compartment of such vehicle and resulting from forcible entry, evidenced by visible marks, into the body or compartment (except property in the custody of carriers or bailees for hire)

## TENANT'S IMPROVEMENT CLAUSE

The words tenant's improvements as used in the Form shall include and cover, if the Insured is not the owner of the building, improvements and betterments made at the expense of the Insured to buildings(s) on the described premises and the liability of this Insurer shall be determined as follows:

- a. if repaired or replaced at the expense of the Insured with due diligence and dispatch, the actual cash value of the damaged or destroyed improvements and betterments;
- b. if not repaired or replaced with due diligence and dispatch that portion of the original cost of the damaged or destroyed improvement and betterments which the unexpired term of the lease at the time of the loss bears to the period(s) from the date(s) such improvements and betterments were made to the expiration date of the lease.

If the Insured purchased the use interest in improvements and betterments made by a predecessor tenant this coverage shall apply as though such improvements and betterments had been made at the expense of the Insured.

### **OTHER INSURANCE CLAUSE**

The Insurer shall not be liable:

- a. for more than the proportion of any loss or damage covered by this Form which the applicable amount of fire insurance afforded by this Form on the property involved in the loss or damage bears to the total amount of all insurance covering such property against the peril of fire, irrespective of whether any other such insurance also provides, whether by endorsement or otherwise, insurance against the perils covered by this Form;
- b. if there is other insurance which 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;
- c. in case of loss or damage to property otherwise specifically insured or in case of loss by theft; for more than the excess (if any) of any loss or damage over the applicable limit of any insurance taken by or in the name of any person whose property is covered by this Form which would attach if this Form had not been effected.

If this Form covers two or more locations these provisions apply to each location separately.

### **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.

### **REINSTATEMENT**

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