

MISCELLANEOUS PROPERTY ALL RISKS FORM

1. INDEMNITY AGREEMENT

In the event that any of the property insured be 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.

2. PROPERTY INSURED

This form insures the property as described on the Declarations page, the property of the Insured or for which the Insured is legally liable, but only those items for which an amount of insurance is specified.

3. TERRITORIAL LIMITS

This insurance applies within Canada.

4. CATASTROPHE LIMIT

The Insurer shall not be liable for more than the amount of insurance specified as a catastrophe limit on the Declarations page in any one loss, casualty or disaster either in the case of partial or total loss or any other costs and expenses or all combined.

5. 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 one occurrence.

6. CO-INSURANCE CLAUSE

This clause applies separately to each item specified on the Declarations page..

The Insured shall maintain insurance concurrent with this form on the property insured to the extent of at least the amount produced by multiplying the actual cash value of the property by the co-insurance percentage specified on the Declarations page, and, failing so to do, shall only be entitled to recover the 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.

This clause applies only where the total loss exceeds the lesser of 2 % of the applicable amount of insurance or \$ 5,000.

7. PERILS INSURED

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

8. EXCLUSIONS

A. PROPERTY EXCLUDED

This form does not insure loss or damage to:

- a) electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage;
- b) money, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidence of debt or title, plans, blueprints, designs or specifications;
- c) property insured under the terms of any Marine Insurance, and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
- d) property loaned or rented to others;
- e) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;

B. 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 or smoke;
- b) by flood, including waves, tides, tidal waves, tsunamis or 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 or smoke;
- c) 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;
- d) by dampness or dryness of atmosphere, changes of temperature, freezing, heating, rust or corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by fire, lightning, explosion, windstorm, hail, smoke, strike, riot, vandalism or malicious acts, impact by aircraft, spacecraft or land vehicle, theft or attempt thereof or accident to transporting conveyance;
- e) by rodents, insects or vermin, but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in Clause 8. B. hereof;
- f) by delay, loss of market, or loss of use or occupancy;
- g) by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- h)
 - 1) 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;
 - 2) by contamination by radioactive material.
- i) by any dishonest or criminal act 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), but this exclusion does not apply to physical damage, caused directly by employees of the Insured, which results from a peril otherwise insured and not otherwise excluded under this form;
- j) by the neglect of the Insured, to use all reasonable means to save and preserve the insured property;

Nor does this form insure:

- k) loss or damage sustained to equipment while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of equipment, unless fire or explosion ensues and then only for such ensuing loss or damage;
- l) 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 to the property is insured;
- m) mysterious disappearance or shortage of equipment or stock disclosed on taking inventory;
- n) This policy does not insure:

i) **ELECTRONIC DATA EXCLUSION**

Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA, error in creating, amending, entering, deleting or using ELECTRONIC DATA, or total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

o) **FUNGI and FUNGAL DERIVATIVES EXCLUSION**

- a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores" unless such "fungi" or "spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;
- b) the cost or expense for any testing, monitoring, evaluating or assessing of "fungi", or "spores".

p) **POLLUTION EXCLUSION**

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", but this exclusion does not apply:

- a) 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 form;

- b) to loss or damage caused directly by a peril not otherwise excluded under this form;
- c) 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".

q) **TERRORISM EXCLUSION**

This form 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 or to terminate "Terrorism" (except for loss or damage which results directly from fire or explosion as described elsewhere in this policy). Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss or damage.

9. BREACH OF CONDITION

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.

10. REINSTATEMENT

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

11. SUBROGATION

The Insurer, upon making any payment or assuming liability therefore under this form, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

12. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the term of this policy, or within a year after termination or expiration, to inspect the property insured and to examine the Insured's books, records and such policies as relate to any property insured hereunder. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this form.

13. VALUATIONS

For the purpose of calculating the total value of the property for the application of Co-insurance, and for loss adjustment, the property insured is valued at the actual cash value at the time the loss or damage occurs but in no event to exceed what it would then cost to repair or replace with material of like kind and quality.

14. PROPERTY OF OTHERS

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

15. LOCKED VEHICLE WARRANTY

This clause does not apply to property which is under the control of a common carrier.

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.

16. 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) **Declarations page** means the Declarations page applicable to this form.
- c) **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.

Electronic Data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

A. However, in the event that a peril listed below (being a peril insured by this Policy but for this (exclusion) is caused by any of the matters described in Exclusion 8 B. n) above, this Policy, subject to all its provisions, will insure:

- (1) physical loss of or damage or destruction to Property insured directly caused by such listed peril, and/or
- (2) consequential loss insured by this Policy.

Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this Policy but for this exclusion) causes any of the matters described in Exclusion 8 B. n) above:

Fire, Explosion, Lightning, Windstorm, Hail, Tornado, Cyclone, Hurricane, Earthquake, Volcano, Tsunami, Flood, Freezing, Weight of snow, Impact by aircraft or other aerial objects dropped there from, Impact by any road vehicle or animal, Bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes or Theft of ELECTRONIC DATA solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such ELECTRONIC DATA.

B. For the purposes of the Basis of Settlement provision in this Policy, computer systems records includes ELECTRONIC DATA as defined in Exclusion 8 B. n) above.

Any terrorism exclusion in this Policy or any endorsement thereto prevails over this Endorsement.

Fungi

- a) 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.
- b) **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".

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.