

MISCELLANEOUS PROPERTY FORM
(BROAD FORM)

1. INSURING AGREEMENT

This form covers the property of the Insured or the property of others for which the Insured may be liable, as per the Schedule of Property Insured stated in the Declarations, including appurtenances thereof attached thereto or contained thereon. Each item scheduled in the Declarations is to be deemed separately insured.

2. LIMIT OF LIABILITY

It is agreed that the Insurer's limit of liability, including salvage charges, sue and labour, or other expenses, or all combined, shall not exceed the amount of insurance for each item as stipulated in the Declarations or contained on any endorsement attached thereto, in respect to any one loss, disaster, or casualty.

3. PERILS INSURED

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

4. PERILS EXCLUDED

This form does not insure against:

- A)
- (i) Loss or damage caused by wear and tear, gradual deterioration, inherent vice, latent defect or mechanical breakdown or derangement; (ii) Loss or damage caused by or resulting from corrosion, rust, insects, vermin, dampness of atmosphere, staining or freezing unless such damage is the result of other loss covered by this policy;
 - (iii) Loss caused by unexplained or mysterious disappearance of property (except property in the custody of carriers for hire); (iv) 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; (v) 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 of the property insured; (vi) Loss or damage 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 to whom the property may be entrusted (bailees or carriers for hire excepted), (vii) 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, (viii) 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 or accident to transporting conveyance;
 - (ix) Loss or damage consequent upon delay, deterioration, loss of use or loss of market whether arising from a peril insured against or otherwise,
 - (x) Loss or damage sustained to the property while waterborne except while on a regular ferry or railway car transfer in connection with land transportation. (xi) Loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power; (xii) Loss or damage caused directly or indirectly 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, nuclear explosion or contamination by radioactive material.

B) MISINTERPRETATION OF DATE EXCLUSION

This form does not insure against loss or damage caused directly or indirectly by the failure of any:

- (i) electronic data processing equipment, or other equipment, including micro-chips embedded therein;
- (ii) computer program;
- (iii) software;
- (iv) media;
- (v) data;
- (vi) memory storage system;
- (vii) memory storage device;
- (viii) real time clock;
- (ix) date calculator; or
- (x) 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 the following perils, but only to the extent that such loss or damage would otherwise be insured and not excluded under the coverage forms attached to this policy:

A) FIRE OR LIGHTNING

B) EXPLOSION: Except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:

- (i)
 - (a) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - (b) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
 - (c) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
 - (d) smelt dissolving tanks;

- (ii) other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
- (iv) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosion;
- (v) gas turbines;

The following are not explosions within the intent or meaning of this section:

- (a) electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - (b) bursting or rupture caused by hydrostatic pressure or freezing;
 - (c) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- C) **IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE:** The terms "Aircraft" and "Spacecraft" include articles dropped therefrom. There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:
- (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
 - (ii) to aircraft, spacecraft or land vehicles causing the loss;
 - (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of "buildings".
- D) **RIOT, VANDALISM OR MALICIOUS ACTS:** The term Riot includes open assemblies of strikers inside or outside the "premises" who have quitted work and of locked-out employees. There shall in no event be any liability hereunder for loss or damage:
- (i) due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
 - (ii) due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Clause (B);
 - (iii) due to theft or attempt thereat.
- E) **SMOKE:** The term "Smoke" means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.
- F) **LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT:** The term Leakage From Fire Protective Equipment means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the "Declarations Page" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.
- G) **WINDSTORM OR HAIL:** There shall in no event be any liability hereunder for loss or damage:
- (i) to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail; (ii) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.
- H) **WATER ESCAPE:** The term water escape means escape of water from any tank, apparatus or pipe.
- I) **THEFT:** The term theft means the felonious abstraction of property from within the premises by a person making felonious entry therein or exit therefrom.

5. TERRITORIAL LIMITS

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

6. DEDUCTIBLE CLAUSE

Each claim for loss or damage shall be adjusted separately and from the amount of each such adjusted claim or the applicable limit of liability, whichever is less, the sum shown on the Declarations for this coverage shall be deducted.

7. COINSURANCE

The Insurer shall be liable in the event of loss for no greater proportion thereof than the amount insured hereunder bears to 100% of the actual cash value of the property insured hereunder at the time such loss shall happen. If this form insures two or more items, this clause shall apply to each item separately.

8. VALUATION CLAUSE

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.

9. LOCKED VEHICLE WARRANTY

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

Warranted by the Insured that property insured which is carried in any vehicle shall be contained within a fully enclosed metal body or compartment of the vehicle, 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, all points of entry of which shall have been securely locked.

10. OTHER INSURANCE

If at the time of loss or damage there is available to a named or unnamed Insured or any other interested party any other insurance which would apply in the absence of this form, the insurance under this form shall apply only as excess insurance over such other insurance.

11. OTHER MATTERS

All matters not provided for herein or by endorsement hereon, shall be governed by the terms and conditions of the Insurer's printed policy form to which these provisions are attached and which have been issued in conjunction herewith. The foregoing clauses shall, however, be considered to supersede and annul any clause or clauses therein which may be of the same or similar effect.