

**MISCELLANEOUS PROPERTY (NAMED PERILS) FORM 9001****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 in the Declaration 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 in the Declarations.

**PROPERTY INSURED**

1. This policy covers scheduled equipment, the property of the Assured as declared on the declaration page, which the insured is legally liable. Each item described is to be deemed separately insured.

**PERILS**

2. This Policy insures:

- (a) While on land, including while in transit on a carrying conveyance on land, against loss or damage directly caused by:
  - (1) Fire and Lightning;
  - (2) Windstorm and Hail;
  - (3) Explosion, except as hereafter excluded;
  - (4) Flood (meaning the over-flowing or breakage of boundaries of Lakes, Ponds, Reservoirs, Rivers, Harbours, Streams, and similar bodies of water whether wind-driven or not);
  - (5) Collapse of Bridges and Culverts;
  - (6) Collision; i.e., accidental collision with any other vehicle or object,
  - (7) Upset or Overturn;
  - (8) Collision, Derailment, Upset or Overturn of carrying conveyance.  
(The coming together of railroad cars and/or motor vehicles during coupling operations or the striking of cubing or any portion of the roadbed shall not be deemed a collision);
  - (9) Strikers, Locked-out Workmen or persons taking part in Labour Disturbances, or Riots, or Civil Commotion including also loss or damage directly caused by Malicious Damage or Sabotage;
  - (10) Burglary from the building as described on the declaration page;
- (b) While on any public ferry approved and licensed by Provincial or Dominion Authorities and in cars on transfers in connection therewith against direct loss or damage:
  - (1) If the vessel be Stranded, Sunk, on Fire or in Collision, including General Average or Salvage Charges;
  - (2) By Strikers, Locked-out Workmen or persons taking part in Labour Disturbances, or Riots, or Civil Commotion including also loss or damage directly caused by Malicious Damage or Sabotage;

**EXCLUSIONS**

3. This Policy does not insure against:

- (a) Loss or damage occasioned by (1) the weight of the load exceeding the manufacturer's designed capacity of Any machine; (2) wear, tear or loss or damage incidental to actual operation;
- (b) Loss or damage caused by or resulting from (1) hostile or warlike action in time of peace or war, including In hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- (c) Loss or damage to licensed motor vehicles, trailers, semi-trailers, or similar conveyances, plans, blue prints, Designs or specifications;
- (d) Mechanical breakdown; nor against damage to electrical apparatus caused by electricity, whether artificial or Natural, unless fire ensues and then only for loss or damage by such ensuing fire;
- (e) Loss or damage to property insured hereunder while located underground, or after it has become a Permanent part of any structure;
- (f) Loss, if at the time of loss or damage, there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted;
- (g) Loss or damage caused by any blasting or dynamiting operation conducted by or under the control of the Assured;

- (h) Loss or damage directly or indirectly caused by explosion originating within the following if owned and/or operated by the Assured namely, steam boilers, pipes, fly-wheels, engines and machinery connected therewith and operated thereby;
- (i) Latent defect and/or gradual depreciation;
- (j) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, aggravated by the peril(s) insured against in this Policy; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy;
- (k) Loss or damage to Crane or Derrick Boom(s) while being operated unless directly caused by fire, lightning, explosion, riot, riot attending a strike, civil commotion, aircraft, other vehicles or overturning of the unit of which it is a part.
- (l) Loss, damage or expense resulting from misappropriation, secretion, conversion, infidelity or any dishonest act of anyone to whom the insured property may be entrusted, bailees for hire excepted.

**SPECIAL CONDITIONS**

**COINSURANCE**

- 4. This Company shall be liable, in the event of loss, for no greater proportion thereof than the amount insured Hereunder bears to 80% of the actual value of the property described herein at the time when such loss or Damage shall happen. If this Policy covers two or more items, this condition to apply to each item separately.

**DEDUCTIBLE**

- 5. 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 stated in the Declarations in any one occurrence

**TERRITORIAL LIMITS**

- 6. This insurance covers only within the territorial limits of Canada.

**SPECIAL AGREEMENT**

- 7. It is warranted that the Assured hereunder does not hold any agreement and will not enter into any agreement with any corporation, concern or individual to relieve said corporation, concern or individual from any liability which the law or custom may impose upon them.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.