

### Form #GR801 (Rev. Aug 29, 2012) Glass Rider Form All Provinces except Quebec

THIS FORM ONLY APPLIES IF INDICATED "COVERED" AND LIMITS SHOWN ON THE DECLARATIONS PAGE(S).

THIS FORM IS ATTACHED TO AND MUST BE READ TOGETHER WITH THE COMMERCIAL BUILDING, EQUIPMENT & STOCK BROAD FORM POLICY.

#### **INSURING AGREEMENT**

The Insurer agrees, in consideration of the payment of the premium and of the statements contained in the Declarations, subject to the limits, terms and conditions of this policy.

#### 1. Indemnity for Damage

This Form provides insurance for all damage insures against all risks of direct physical loss of, or damage to, the Insured Property from any external cause occurring during the Policy Period, except as excluded herein.

This Form provides insurance for all damage to the glass, lettering, ornamentation, tape or foil which forms part of the Insured Property under the Commercial Building, Equipment & Stock Broad Form Policy where such damage is caused by accidental breakage of such glass which occurs during the Policy Period.

#### 2. Exclusions:

The Insurer shall not be liable for loss or damage:

- (a) directly or indirectly caused by fire in the Insured's premises or elsewhere;
- (b) directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (c) during construction of, alteration or addition to the premises described in the Declarations other than ordinary repair or maintenance;
- (d) while the premises containing such glass is, to the knowledge of the Insured, vacant or unoccupied for more than thirty consecutive days or being a manufacturing premises ceases to be operated and continues out of operation for more than thirty consecutive days;
- (e) or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings; or
- (f) caused directly or indirectly by any peril excluded in the Commercial Building, Equipment and Stock Broad Form.

#### 3. Limits of Indemnity:

The Insurer's liability is limited to the actual cost of replacement, including installation charges, of such glass, lettering, ornamentation, tape and foil at the time of the breakage, not exceeding the Limit of Insurance (if any).

### 4. STANDARD CONDITIONS

#### 4.1 Ownership of Property Insured:

The property covered hereby may be owned by the Insured or held by him in any capacity, whether or not the Insured is liable for such loss or damage as is covered hereby

## 4.2 Inspection:

The Insurer shall be permitted to inspect the Premises at any reasonable time.

### 4.3 Payments and Replacements:

The Insurer shall replace, without necessary delay, any broken glass and any lettering or ornamentation, tape or foil thereon insured hereunder, or pay for the same in money within the limits provided herein, as the Insurer may elect. In either case the broken glass shall be the property of the Insurer. Whenever necessary, the Insured, at his own expense, shall remove and replace any fixtures or other obstructions to the replacement of the glass.

## 4.4 Notice of Breakage:

Written notice of any damage covered hereby, with full particulars so far as can be determined, shall be given to the Insurer as soon as practicable, and the Insured shall make all reasonable efforts to preserve the glass and to prevent further damage. The Insurer may require the Insured to file affirmative proof of damage under oath on forms provided by the Insurer, together with full particulars of such damage.

# 4.5 Reinstatement:

Upon replacement of any glass, lettering, ornamentation, tape or foil insured hereunder or payment therefore by the Insurer, the insurance hereunder shall continue automatically as respects the new glass, lettering, ornamentation, tape or foil to the end of the Policy Period, without additional premium.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM, ALL TERMS, PROVISIONS AND CONDITIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.