

Exhibition Floater

1. 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 "Declaration Page(s)" 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 "Declaration Page(s)".

2. Property Insured

On all property usual or incidental to the exhibit of the Insured, consisting principally of the type of article listed on the "Declaration Page(s)", their own, or held in trust or on commission or otherwise held, or for which the Insured may be liable, while in transit between any point in Canada and Continental United States of America and the location stated on the "Declaration Page(s)", while there and while in transit to any location in Canada and Continental United States of America, but not beyond the term of this Policy.

3. Perils Insured

This Form insures against all risks of direct physical loss or damage from any external cause except as provided herein.

4. Deductible Clause

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 "Declaration Page(s)" in any one occurrence.

5. Debris Removal Extension

- (a) Debris Removal: The Insurer will indemnify the Insured for expenses incurred in the removal from the "premises" of debris of the property insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this Form.

The amount payable under this extension shall not exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.

- (b) Removal of Windstorm Debris: The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon a location specified in the "Declaration Page(s)".

Extensions of coverage (a) and (b) do not apply to costs or expenses:

- (i) to "clean up" "pollutants" from land or water; or
- (ii) for testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

Debris removal expense shall not be considered in the determination of actual cash value for the purpose of applying the co-insurance clause.

The above extensions of coverage shall not increase the amounts of insurance applying under this Form and are subject to all conditions of this Form.

6. Removal Of Property

If any of the insured property is necessarily removed from the location(s) specified in the "Declaration Page(s)" to prevent loss, destruction or damage or further loss, destruction or damage thereto, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for seven (7) days only, or for the unexpired term of the policy if less than seven (7) days, insure the property removed and any property remaining in the location(s) specified in the "Declaration Page(s)" in the proportions which the value of the property in each of the respective locations bears to the value of the property in them all.

7. Exclusions

A. Property And Perils Excluded

This Form does not insure:

- (a) Loss or damage caused by electrical currents other than lightning unless fire or explosion ensues and then only for such destruction or damage as results from such fire or explosion;
- (b) Wear and tear, latent defect or inherent vice, mechanical breakdown or derangement;
- (c) Loss or damage caused by deterioration, vermin, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
- (d) Loss or damage (unless fire or explosion ensues and then only for the loss or damage caused by such ensuing explosion or fire) 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;
- (e) Accounts, bills, jewellery, precious stones, precious metals, furs, currency, deeds, evidence of debt, money, notes or securities;
- (f) Loss or damage occasioned by marring, scratching, denting or breakage of glass or articles of a fragile nature, unless caused by fire, lightning, theft and/or attempted theft, windstorm, flood, explosion, malicious acts, aircraft damage or collision, derailment or overturn of conveyance, unless endorsed hereon;
- (g) Loss, damage or expense caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or any other party of Interest, his or their employees or agents or any person or persons to whom the property may be entrusted (bailees for hire excepted) or any mysterious disappearance or loss or shortage disclosed upon taking inventory;
- (h) Theft from an unattended automobile, unless the insured property is in the custody of a common carrier;
 - (i) By war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
 - (j)
 - (i) 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;
 - (ii) By contamination by radioactive material;
- (k) Property while waterborne, unless caused by stranding, sinking, burning or collision if a regular ferry;
- (l) 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. Pollution Exclusion

This Form does not insure against:

- (a) 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:
 - (i) 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;
 - (ii) to loss or damage caused directly by a peril not otherwise excluded under this Form;
- (b) 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".

8. Co-Insurance

This Insurer shall be liable in event of loss for no greater proportion thereof than the amount hereby insured bears to the actual cash value of the property insured hereunder at the time such loss shall occur. This condition shall apply separately to each item insured hereunder.

9. Reinstatement

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

10. Other Insurance

The Insurer is not liable:

- (a) For more than the portion of any loss or damage covered by this Form which the applicable limit of this Form bears to the total amount of insurance covering against the peril of fire irrespective of whether of not such other insurance gives insurance in respect of the perils covered by this Form whether by endorsement thereto or otherwise;
- (b) Where such other insurance 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.

11. Packing Warranty

Warranted by the Insured that the property insured hereunder be packed and unpacked by competent brokers.

12. Definitions

Wherever used in this Form:

- (a) "Declaration Page(s)" means the Declaration Page(s) applicable to this Form.
- (b) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (c) "Clean up" means the removal, containment, treatment, decontamination, detoxification, stabilisation, neutralisation or remediation of "pollutants", including testing which is integral to the aforementioned processes.