

Sign 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

This Form insures outdoor signs as per the "Declaration Page(s)", located on the premises specified on the "Declaration Page(s)" the property of the Insured or the property of others for which he may be held liable.

3. Amount Of Insurance

The amount specified on the "Declaration Page(s)" is the maximum the Insurer will pay.

4. Deductible

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amounts of the deductible specified on the "Declaration Page(s)" in any one occurrence.

5. Perils Insured

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

6. 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.

7. Exclusions

A. Perils And Property Excluded

This Form does not insure:

- (a) loss or damage caused by wear and tear, inherent vice, latent defect, mechanical breakdown or derangement;
- (b) loss or damage caused by gradual deterioration, vermin, faulty manufacture, faulty installation, dampness of atmosphere, freezing or extremes of temperature;
- (c) loss or damage sustained while the property insured is actually being worked upon, including installation, repair or maintenance, and where any loss or damage is due thereto, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- (d) loss or damage caused by electrical currents other than lightning unless fire ensues and then only for such destruction or damage as results from such ensuing fire;

- (e) loss or damage to property illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
- (f) loss or damage resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, the Insured's employees or agents or any person to whom the property insured may be entrusted;
- (g) loss or damage occasioned by the neglect of the Insured to use all reasonable means to save and preserve the property at and after any loss insured hereunder;
- (h) by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (i) (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.

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 Clause

The Insurer shall be liable in the event of loss hereunder for no greater proportion thereof than the amount insured by this form bears to 100% of the actual cash value of the property insured hereunder at the time and place such loss or damage shall occur.

9. Territorial Limits

This Form covers only within the territorial limits of Canada and the Continental United States of America, excluding Alaska.

10. Reinstatement

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

11. 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 or not such other insurance provides coverage 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.

12. Definition

Wherever used in this Form:

"Declaration Page(s)" means the Declaration Page(s) applicable to this Form.