

1. **INSURING AGREEMENT** - This Form insures glass, lettering, ornamentation, and alarm foil described in the Declarations Page applicable to this Form under the heading Description of glass Insured and extends to pay for
 - a) repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage
 - b) installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass
 - c) removing or replacing any obstruction, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.

The Limit for damage shall not exceed the actual cash value of the property at the time of loss, nor what it would then cost to repair or replace the damaged property with other of the nearest obtainable kind and quality.

If Blanket coverage applies as indicated in the declaration of this Form all glass is insured on a blanket basis.

2. **PERILS INSURED** - The insurance provided by this Form is against damage, except by fire, occurring during the Period of Coverage by breakage of the glass or by chemicals accidentally or maliciously applied.
3. **AMOUNT DEDUCTIBLE** - In any one occurrence, the Insurer is liable only for the amount by which the loss or damage caused by any of the Perils Insured under this Form exceeds the Deductible, if any, stated in the Declarations for this Form.
4. **EXCLUSIONS** - This Form does not insure
 - a) loss or damage caused by civil commotion, war, invasion, act of foreign enemy, hostilities (or not), civil war, rebellion revolution, insurrection or military power
 - b) loss or damage Caused by contamination by radioactive material.
5. **BASIS OF SETTLEMENT** - The Insurer may pay for the loss in money or may repair or replace the property and any property so paid for or replaced shall become the property of the Insurer.
6. **CONDITIONS**
 - a) **MISREPRESENTATION** - If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
 - b) **CHANGE OF INTEREST** The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law or by death.
 - c) **INSURED'S DUTIES WHEN LOSS OCCURS**- Upon knowledge of loss the insured shall
 - i) make all reasonable effort to preserve the property and to prevent further loss or damage.
 - ii) give notice thereof as soon as practicable to the Insurer or any of its authorized agents.
 - iii) upon the Insurers request, file proof of loss, under oath if required, on forms provided by the insurer.
 - d) **ACTION AGAINST INSURER** - No suit shall be brought under this Form until three months after the damage nor at all unless commenced within one year from the date of loss or damage,
 - e) **REINSTATEMENT**- any loss hereunder shall not reduce the amount of the Policy.
 - f) **SUBROGATION** - The insurer, upon making any payment or assuming the liability therefore under this Form, shall be subrogated to all rights of recovery of the Insured against others and may bring action in the name of the Insured to enforce such rights. Notwithstanding the foregoing all rights of Subrogation are hereby waived against - corporation, firm, individual, or other Interest with respect to which insurance is afforded by this Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the insured prior to loss shall not affect the right of the Insured to recover.

- g) **NOTICE** - Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in this Policy by letter personally delivered to him or by registered mail addressed to him at the last post office address as notified to the Insurer.

Registered means registered in/or outside Canada.