

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE B

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 "Declarations Page" 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 "Declarations Page".

2. PROPERTY INSURED

This Form insures neon or automatic or mechanical signs owned by the Insured or the property of others in the custody or control of the Insured,

3. DEDUCTIBLE

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 "Declarations Page" in any one occurrence.

4. CO-INSURANCE

The Insurer shall not be liable for a greater proportion of any loss than the amount hereby insured bears to 100% of the actual value of the property insured hereunder at the time when such loss occurs. This condition applies to each item separately.

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. EXCLUSIONS

This Form does not insure against loss or damage caused directly or indirectly by:

- (a) mechanical breakdown, wear and tear, gradual deterioration, moths, vermin, inherent vice, or damage sustained due to any process or while actually being worked upon and resulting from such work;
- (b) breakage of glass or brittle or fragile articles or parts unless caused by a peril insured against;
- (c) short circuit or other electrical disturbances of any kind, exclusive of lighting, within any electrically equipped article unless fire ensues, and then only for loss or damage caused directly by such ensuing fire;
- (d) infidelity of persons to whom the property insured may be loaned, rented, or entrusted;
- (e) faulty manufacture, or installation, or by the inherent character of the insured property;
- (f) dampness of atmosphere and extremes of temperature;
- (g) strikers, locked out workers, or persons taking part in labour disturbances, riots, or civil commotion.

NOR DOES THIS FORM INSURE

- (h) loss or damage to materials or spare parts while contained in or on premises owned, leased, rented, or controlled by the Insured, or after installation, or after the interest of the Insured has ceased;
- (i) mysterious disappearance, or any shortage, disclosed on taking inventory.

7. SPECIAL CONDITIONS

- A **LOSS CLAUSE** - Loss under any item of this Form shall not reduce the amount of insurance.
- B **OTHER INSURANCE** - The Insurer shall not be liable for loss or damage, if, at the time of loss, there is 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.

8. DEFINITIONS

Whenever used in this Form:

- (a) "Declarations Page" means the Declarations Page applicable to this Form