



CAPACITY
BY JOE FLOOD
INSURANCE

NON-FOLLOW FORM TABLE OF CONTENTS

MAINTENANCE OF UNDERLYING AND/OR DEDUCTIBLES _____	1
LOSSES EXCLUDED _____	1
PROPERTY EXCLUDED _____	2
OTHER INSURANCE _____	3
TERRITORIAL LIMITS _____	3
SUM INSURED _____	3
DEDUCTIBLE _____	3
GENERAL CONDITIONS _____	3



NON-FOLLOW FORM

Subject to the terms, conditions and exclusions hereinafter contained, this Policy insures Property of the Assured against Flood occurring during the period of this Policy all as stated in the Schedule attaching to and forming part hereof (hereinafter referred to as the "Schedule").

Flood shall mean - Rising Water; Surface Water; Waves; Tidal Water; Overflow of Streams, rivers, lakes, ponds or other bodies of water; all whether driven by Wind or not but shall not include any consequential loss or damage from any other ensuing peril.

With respect to Flood, occurrence shall mean all losses, wherever occurring, which arise between the time of movement of water into, onto, or over the property insured hereunder and the receding of same, regardless of the period of time so embraced; EXCEPT, no such period shall be deemed to be less than seventy-two (72) hours nor to extend to beyond three hundred and thirty-six (336) hours after the expiry of this Policy.

MAINTENANCE OF UNDERLYING AND/OR DEDUCTIBLES

Only losses which, except for the amount thereof, would have been payable under this Policy may contribute to the satisfaction, reduction or exhaustion of underlying amounts and/or deductibles.

In the event of such reduction of the aggregate Limits of Liability, this Policy shall pay over the reduced aggregate limit. In the event of exhaustion of the aggregate Limits of Liability, this Policy, subject to all its provisions, shall continue in force as Primary Insurance in respect of the peril for which the aggregate Limit of Liability has been so exhausted and the deductible or self-insured amount if applicable to that peril.

LOSSES EXCLUDED

LOSSES EXCLUDED

This Policy DOES NOT INSURE AGAINST:

1. Loss or damage occasioned directly or indirectly by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military



or usurped power or martial law or confiscation by order of any Government or public authority.

2. Loss or increased cost occasioned by any Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.

PROPERTY EXCLUDED

THIS POLICY DOES NOT INSURE:

1. Land (including but not limited to land on which the property is located) or any other naturally occurring substance; or water (other than water contained in plumbing or fire fighting installations).
2. Shafts, mines, tunnels, wells, ponds, dams, dikes, wharves, piers, jetties, embankments, bulkheads, earthen structures and the like, and any manmade property in or under the ground (or earthen structures).
3. Driveways, pavements, curbing, culverts and sidewalks.
4. Buildings or structures in process of construction or materials and supplies therefor.
5. Power Transmission or feeder lines not on the Assured's premises.
6. Any building or structure, or property contained therein, while such building or structure is vacant and/or unoccupied and/or inoperative for more than thirty days.
7. Neon signs and automatic or mechanical and/or electric signs, awnings, glass or any ornamentation or lettering thereon.
8. Property in transit.
9. Property sold by or under encumbrance to the Assured after it leaves the custody of the Assured or an employee of the Assured.
10. Accounts bills, currency, money, notes, securities, deeds, evidence of debt and valuable papers.
11. Aircraft or any other aerial device, watercraft, vehicles designed for highway use, or locomotives or rolling stock designed for railroad use.



12. Animals, plants and living things of all types.

13. Jewellery, precious stones, furs and garments.

OTHER INSURANCE

This Policy does not cover any loss or damage which at the time of the happening of such loss or damage is insured by, or would, but for the existence of this Policy, be insured by any other insurance Policy or Policies either primary or excess.

TERRITORIAL LIMITS

This Policy insures property at location(s) stated in the Schedule.

SUM INSURED

The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each loss or series of losses arising out of one occurrence and in the aggregate.

DEDUCTIBLE

Each loss or series of losses arising out of one occurrence shall be adjusted separately and from the amount of each such adjusted loss, the sum stated in the Schedule shall be deducted.

GENERAL CONDITIONS

1. VALUATION

It is understood that, in the event of loss or damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) on the same site with material of like kind and quality without deduction for depreciation, subject to the following provisions:

- a) The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
- b) Until replacement has been effected the amount of liability under this

policy in respect of loss or damage shall be limited to the actual cash value at the time of loss or damage;

- c) If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

The Underwriters liability for loss or damage under this Policy shall not exceed the smallest of the following amounts:

- i. the amount of the Policy applicable to the destroyed or damaged property,
- ii. the replacement cost of the property or any part thereof identical with such property and intended for the same occupancy and use,
- iii. the amount actually and necessarily expended in replacing said property or any part thereof.

1. NOTIFICATION OF CLAIMS

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give immediate written advice thereof to the person(s) or Firm named for that purpose in the Schedule.

2. PROOF OF LOSS

The Assured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by a written agreement of Underwriters) stating the time and cause of loss, the interest of the Assured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

3. SUBROGATION

If the Underwriters become liable for any payment under this Policy in respect of loss or damage the Underwriters shall be subrogated, to the extent of such payment, to all the rights and remedies of the Assured against any party in respect of such loss or damage and shall be entitled at their own expense to sue in the name of the Assured. The Assured shall give to the Underwriters all such assistance in his power as the Underwriters may require to secure their rights and remedies and, at Underwriters' request shall execute all documents necessary to enable Underwriters effectively to bring suit in the name of the Assured including the execution and delivery of the customary form of loan receipt.



4. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

5. FALSE OR FRAUDULENT CLAIMS

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

6. ABANDONMENT

There shall be no abandonment to the Underwriters of any property.

7. INSPECTION AND AUDIT

The Underwriters shall be permitted but not obligated to inspect the Assured's property at any time. Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Assured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Assured's books and records at any time during the Policy period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

8. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the written consent of Underwriters.

9. CANCELLATION

- A. This Policy may be cancelled by the Assured at any time by written notice or by surrender of this Policy. This Policy may also be cancelled by or on behalf of the Underwriters by delivery to the Assured **and any Mortgagee(s) or Loss Payee(s) named in this Policy**, or by mailing to the Assured **and any such Mortgagee(s) or Loss Payee(s)** by registered, certified, or other first class mail, at their respective addresses as shown in this Policy, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days in the event of non-



payment of premium), the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

- B. In the event that a loss occurs, then, if the Assured shall at any time afterwards cancel, premium shall be considered as having been earned in the same ratio as the claim bears to the aggregate Sum Insured, provided that this does not result in a larger return premium than would have been developed by paragraph C immediately following.
- C. In the event that no loss has occurred then if this Policy is cancelled by the Assured then Underwriters shall retain the customary short rate proportion of the premium hereon.
- D. If this Policy is cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro-rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.