

## FINE ARTS

We insure your fine arts listed on the "Declaration Page" against all risks of direct physical loss or damage subject to the terms and conditions of this endorsement.

The words "you", "your", "we" or "us" have the same meaning as in Section I of the policy.

We will pay the replacement cost up to amount shown for each item. Replacement cost means the amount it would cost at the time of loss to repair or replace the item (whichever is less) with property of similar kind and quality without deduction for depreciation.

Where a "V" appears beside an item, that article is valued for the amount shown. We insure the fine arts listed:

### Section A:

- (1) at the location(s) specified;
- (2) while in transit between the locations specified;
- (3) at any other location in Canada or the United States of America, except at fairgrounds or at national or international expositions, for not more than 10% of the total amount of insurance under this section.

### Section B:

- (1) while in transit;
- (2) at any other location in Canada or the United States of America, including while at fairgrounds or at national or international expositions.

## LOSS OR DAMAGE NOT INSURED

We do not insure:

- (1) any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
- (2) any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- (3) breakage of fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land vehicle, watercraft or aircraft, or by theft or attempted theft.

We do not insure loss or damage caused by or resulting from:

- (4) by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, fungi or spore(s), or contamination;
- (5) by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), or insects;
- (6) 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;
- (7) contamination by radioactive material;
- (8) contamination or pollution, or the release, discharge or dispersal of contaminants or "Pollutants";
- (9) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (10) any intentional or criminal act or failure to act by:
  - (a) any person insured by this policy; or
  - (b) any other person at the direction of any person insured by this policy;
- (11) any process or work being performed on your fine arts where the damage results from such process or work.

## SPECIAL CONDITIONS

**Newly Acquired Articles** – If you acquire any additional fine arts, we will automatically insure these provided you tell us within 30 days of acquisition. Under this extension we will not pay more than 25% of the total amount of insurance provided by this endorsement.

**Packing and Unpacking** – The fine arts must be packed and unpacked by competent packers.

Any loss or damage shall not reduce the provided by this endorsement. If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days of acquisition.

**Deductible:** No deductible will apply to coverage under this endorsement unless otherwise shown on the "Declaration Page".

**Breakage:** If the "Declaration Page" shows that Breakage is included, Loss or Damage Not Insured (3) is deleted.

**Pair and Set:** If the "Declaration Page" shows that Pair and Set clause is included, Additional Conditions III is deleted. All the statutory and other additional conditions of the policy also apply to this endorsement.