

TFA1

## TOOL FLOATER – ALL RISK

### 1. PROPERTY INSURED

This Policy insures tools and equipment, the property of the Insured, as described on the Declaration Page. Each item is considered separately insured against all risks of direct loss or damage (except as hereinafter excluded).

### 2. THIS POLICY DOES NOT INSURE AGAINST

- a) Loss or damage due to wear and/or gradual deterioration.
- b) Loss or damage due to breakage, marring or scratching unless caused by fire, lightning, cyclone, tornado, flood, theft or attempted theft, or while in transit.
- c) Loss or damage due to the infidelity of any person or persons to whom the property may be loaned or entrusted.
- d) Theft or pilferage of individual tools unless by violent forcible entry into the building, locker, tool chest or other locked container of which entry there shall be visible marks or signs at place of such entry.
- e) Loss or damage caused by theft or pilferage of the insured property while left in or on any automobile unless such automobile is equipped with a fully enclosed body or compartment, and the loss be a direct result of violent forcible entry (of which there shall be visible evidence), from a fully enclosed body, the doors and windows of which shall have been securely locked, or from a compartment which shall have been securely locked. It is understood and agreed, however, that the foregoing shall not apply to loss by holdup or when the insured property is in the custody of a common carrier.
- f) Loss or damage caused by or resulting from:
  - 1) hostile or warlike action in time of peace or war, including action by hindering, combating or defending against an actual impending or expected attack (a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;
  - 2) any weapon of war employing atomic fission or radio-active force whether in time of peace or war;
  - 3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

In case of loss or damage to any article or articles which are part of a set the measure of loss or damage to such article or articles shall *be* reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of a set.

It is understood and agreed that the Insured will at all times use diligence to protect the property insured hereunder from loss or damage

This Company shall be liable, in event of loss, for no greater proportion thereof than the amount insured bears to the actual value of the property described herein at the time when such loss shall happen.

Subject to the terms, conditions and warranties of the Policy to which this form is attached, except that any and all terms and conditions in the body of said policy is in conflict with the terms and conditions of this form are hereby waived and declared null and void.