

PROPERTY COVERAGE

BUILDING AND/OR CONTENTS – BROAD FORM

TABLE OF CONTENTS

	pages
INDEMNITY AGREEMENT	3
INSURED PROPERTY	3
INSURED PERILS	3
EXCLUSIONS	3
EXCLUDED PROPERTY	3
Sewers, Drains, Watermains	3
Vacancy	3
Electrical Devices, Appliances or Wiring	3
Growing Plants, Trees, Shrubs or Flowers	3
Animals, Fish or Birds	3
Money, Precious Metals and Securities.....	4
Automobiles, Watercraft and Aircraft.....	4
Furs and Jewellery	4
Property Covered under Marine Insurance.....	4
Property Loaned, Rented or Leased.....	4
Property Illegally Acquired.....	4
Pressure Vessels and Boilers.....	4
EXCLUDED PERILS	4
Earthquake.....	4
Flood	4
Other Water Damage	5
Centrifugal Force, Breakdown.....	5
Atmospheric, Temperature Change, Service Interruption or other Damage	5
Rodents, Insects or Vermin	5
Delay	5
War	5
Nuclear.....	5
Dishonest or Criminal Act.....	5
Snowslide or Landslide.....	6
Loss or Damage caused by Pressure Vessels, Boilers	6
Settling, Expansion, Shifting or Cracking.....	6
By-Laws	6
Pollution	6
Data Exclusion	6
Terrorism.....	6
Fungi and Spores	7
Wear and Tear, Defects	7
Faulty or Improper Material, Workmanship, Design.....	7
Disappearance	7
EXTENSIONS OF COVERAGE	7
REMOVAL	7
DEBRIS REMOVAL	7
PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES	7
BUILDING DAMAGE BY THEFT	8

GROWING PLANTS, TREES, SHRUBS OR FLOWERS OUTSIDE THE BUILDING.....	8
NEWLY ACQUIRED LOCATION	8
SPECIAL PROVISIONS	8
DEDUCTIBLE	8
CO-INSURANCE	8
PROPERTY PROTECTION SYSTEMS	8
PREMIUM ADJUSTMENT	8
BASIS OF VALUATION.....	9
LIBERALISATION CLAUSE.....	9
INFLATION PROTECTION.....	9
SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS.....	9
DEFINITIONS.....	10
BUILDING.....	10
CASH CARDS	10
CLEAN UP	10
CONDOMINIUM CORPORATION	10
CONTENTS	10
DATA	10
DATA PROBLEM.....	10
EQUIPMENT.....	10
FIRE PROTECTIVE EQUIPMENT.....	10
FUNGI.....	11
LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT.....	11
MALICIOUS ACTS.....	11
NAMED PERILS	11
POLLUTANTS	11
PREMISES	11
PROPERTY OF EVERY DESCRIPTION	11
RIOT	11
SPORES	11
STOCK	11
SURFACE WATER	11
TERRORISM.....	11
UNIT.....	11
WATERMAIN	11

Certain words and phrases in bold font have special meaning as defined in the DEFINITIONS Section.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

INDEMNITY AGREEMENT

1. In the event that any of the insured property is lost or damaged during the policy period by an insured peril, the Insurer will indemnify the Insured against the direct loss or damage so caused to an amount not exceeding whichever is the least of:
 - 1.1. the value of the lost or damaged property as determined in SPECIAL PROVISIONS - Item 5. – Basis of Valuation, or if the Declaration Page(s) specifies that this policy is endorsed with a Form that contains a Replacement Cost clause applicable to this Form, by the valuation determined in the replacement cost clause;
 - 1.2. the interest of the Insured in the property;
 - 1.3. the amount of insurance specified on the Declaration Page(s) for the lost or damaged property.The inclusion of more than one person or interest shall not increase the Insurer's liability.
2. **INSURED PROPERTY**
This Form insures those of the following items for which an amount of insurance is specified on the Declaration Page(s), and only while at the premises:
 - Building**
 - Equipment**
 - Stock**
 - Contents**
 - Property of Every Description**
3. **INSURED PERILS**
This Form, except as otherwise provided, insures against all risks of direct physical loss of or damage to the insured property.

EXCLUSIONS

1. **EXCLUDED PROPERTY**
This Form does not insure loss of or damage to:
 - 1.1. **Sewers, Drains, Watermains**
sewers, drains or **watermains** located beyond the Insured's property lines at the location(s) described in the Declaration Page(s). This exclusion does not apply to loss or damage caused directly by **Named Perils**;
Sewers drains or **watermains** located within the property lines described above shall only be covered if the Insured owns or is legally liable for loss or damage to such property;
 - 1.2. **Vacancy**
property at locations which, to the knowledge of the Insured, are vacant, unoccupied or shut down for more than 30 consecutive days;
With regards to Condominium vacancy, refer to Item 8. Special Provisions applicable to Condominiums of the SPECIAL PROVISIONS;
 - 1.3. **Electrical Devices, Appliances or Wiring**
electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion;
 - 1.4. **Growing Plants, Trees, Shrubs or Flowers**
growing plants, trees, shrubs or flowers, all while outside the building, except as provided in Extension of Coverage 5. Growing Plants, Trees, Shrubs or Flowers Outside the Building;
 - 1.5. **Animals, Fish or Birds**
animals, fish or birds. This exclusion does not apply to loss or damage caused directly by **Named Perils** or by theft or attempted theft;

1.6. Money, Precious Metals and Securities

money, digital currency, cash cards, bullion, platinum, precious metals and alloys, securities, stamps, tickets (except lottery tickets) and tokens, or evidence of debt or title;

1.7. Automobiles, Watercraft and Aircraft

automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property. This exclusion does not apply to:

1.7.1. watercraft or amphibious or air cushion vehicles held for sale;

1.7.2. unmanned air vehicles held for sale, while not airborne;

1.7.3. unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the premises;

1.8. Furs and Jewellery

furs, fur garments, jewels, jewellery and precious stones;

This exclusion does not apply to:

1.8.1. loss or damage caused directly by **Named Perils**; or

1.8.2. the first \$5,000 of any loss otherwise insured;

1.9. Property Covered under Marine Insurance

Property that is insured under the terms of any marine insurance;

1.10. Property Loaned, Rented or Leased

property from the time of leaving the Insured's custody, if it is:

1.10.1. loaned, rented or leased to others; or

1.10.2. sold by the Insured under conditional sale or installment payment or other deferred payment plan;

This exclusion (1.10.) does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the Insured;

1.11. Property Illegally Acquired

property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;

1.12. Pressure Vessels and Boilers

1.12.1. any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;

1.12.2. any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);

caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use;

This exclusion (1.12.) does not apply to:

1.12.3. manually portable gas cylinders;

1.12.4. explosion of natural, coal or manufactured gas;

1.12.5. explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

2. EXCLUDED PERILS

This Form does not insure against increased costs, and loss or damage caused directly or indirectly:

2.1. Earthquake

in whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;

This exclusion does not apply to property in transit, provided such coverage is afforded by endorsement attached to this Form;

2.2. Flood

in whole or in part by flood, including "**surface water**", waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;

This exclusion does not apply to property in transit, provided such coverage is afforded by endorsement attached to this Form, or to loss or damage caused directly by leakage from a **watermain**;

2.3. Other Water Damage

- 2.3.1. by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by an insured peril not otherwise excluded in this Form;
- 2.3.2. by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by an insured peril not otherwise excluded in this Form;
- 2.3.3. by the entrance of rain, sleet or snow through doors, windows, skylights, or other similar wall or roof openings, unless through an aperture concurrently and directly caused by an insured peril not otherwise excluded in this Form;

2.4. Centrifugal Force, Breakdown

by centrifugal force, mechanical or electrical breakdown or derangement, in or on the **premises**. This exclusion does not apply to loss or damage caused directly by resultant fire;

2.5. Atmospheric, Temperature Change, Service Interruption or other Damage

- 2.5.1. by dampness or dryness of atmosphere;
- 2.5.2. by changes in or extremes of temperature, heating or freezing;
- 2.5.3. by total or partial interruption to the supply of electricity, water, gas or steam;
- 2.5.4. by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
- 2.5.5. by contamination;
- 2.5.6. by marring, scratching or crushing.

This exclusion (2.5.) does not apply to loss or damage caused directly by:

- 2.5.7. **Named Perils;**
- 2.5.8. rupture of pipes;
- 2.5.9. breakage of apparatus not excluded under paragraph 1.12. of this Form;
- 2.5.10. theft or attempted theft;
- 2.5.11. an accident to a transporting conveyance provided such coverage is afforded by endorsement attached to this Form;
- 2.5.12. damage to pipes caused directly by freezing unless such pipes are excluded in paragraph 1.12. of this Form;

2.6. Rodents, Insects or Vermin

by rodents, insects or vermin. This exclusion does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;

2.7. Delay

by delay, loss of market, or loss of use or occupancy;

2.8. War

in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

2.9. Nuclear

- 2.9.1. by any nuclear incident (as defined in *the Nuclear Liability and Compensation Act*, any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- 2.9.2. by contamination by radioactive material;

2.10. Dishonest or Criminal Act

- 2.10.1. by any dishonest or criminal act committed by the Insured or any agent of the Insured, acting alone or in collusion with others(except bailees for hire);
- 2.10.2. by theft or attempted theft committed by any employee of the Insured, acting alone or in collusion with others;
- 2.10.3. by any dishonest or criminal act committed by anyone, except as stated in 2.10.2., when the Insured or any agent of the Insured knew or ought to have known prior to the loss or damage, of the dishonest or criminal act;

2.11.Snowslide or Landslide

by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to property in transit (provided such coverage is afforded by endorsement attached to the present Form), or to loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;

2.12.Loss or Damage caused by Pressure Vessels, Boilers

by explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured:

- 2.12.1. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
- 2.12.2. piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
- 2.12.3. other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
- 2.12.4. moving or rotating machinery or its parts;
- 2.12.5. any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other insured property that has been damaged by such explosion;
- 2.12.6. gas turbines;

This exclusion (2.12.) does not apply to loss or damage caused by resultant fire;

2.13.Settling, Expansion, Shifting or Cracking

by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by an insured peril not otherwise excluded in this Form;

2.14.By-Laws

proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;

2.15.Pollution

2.15.1. by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting **clean up**;

This exclusion does not apply:

- 2.15.1.1. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** is directly caused by an insured peril not otherwise excluded in this Form; or
- 2.15.1.2. to loss or damage caused directly by a resultant insured peril not otherwise excluded in this Form;

2.15.2. cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**;

2.16.Data Exclusion:

2.16.1. This Form does not insure **data**;

2.16.2. This Form does not insure loss or damage caused directly or indirectly by a **data problem**; Paragraph 2.16.2. does not apply to loss or damage caused directly by resultant fire, explosion of natural, coal or manufactured gas, smoke, **leakage from fire protective equipment** or water damage caused by bursting of frozen pipes and tanks;

2.17.Terrorism

in whole or in part, by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**;

This exclusion applies whether or not there are one or more other causes or events (whether covered or

not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect;

2.18. **Fungi and Spores**

This Form does not insure:

2.18.1. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any fungi or spores, unless such fungi or spores are directly caused by an insured peril not otherwise excluded by this Form;

2.18.2. the cost or expense for any testing, monitoring, evaluating or assessing of fungi or spores;

2.19. **Wear and Tear, Defects**

2.19.1. by wear and tear;

2.19.2. by rust or corrosion;

2.19.3. by gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

This exclusion (2.19.) does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;

2.20. **Faulty or Improper Material, Workmanship, Design**

the cost of making good:

2.20.1. faulty or improper material;

2.20.2. faulty or improper workmanship;

2.20.3. faulty or improper design;

This exclusion (2.20.) does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;

2.21. **Disappearance**

2.21.1. by mysterious disappearance;

2.21.2. by shortage of **equipment** or **stock** disclosed on taking inventory;

EXTENSIONS OF COVERAGE

The following extensions of coverage shall not increase the amounts of insurance applying under this Form and are subject to all the conditions of this Form.

1. **REMOVAL**

If any of the insured property is necessarily removed from the **premises** to prevent loss of or damage to or further loss of or damage to such property, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 30 days only, or for the unexpired term of the policy if less than 30 days, insure the property removed and any property remaining at the premises in the proportions which the value of the property in each of the locations bears to the value of the property in them all.

2. **DEBRIS REMOVAL**

2.1. Debris Removal:

The Insurer will indemnify the Insured for expenses incurred in the removal from the **premises** of debris of the insured property, occasioned by loss of or damage to such property, for which loss or damage insurance is afforded under this Form.

2.2. Removal of Windstorm Debris:

The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon the **premises**.

Extensions of coverage 2.1. and 2.2. do not apply to costs or expenses:

2.3. to **clean up pollutants** from land or water; or

2.4. for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

Debris removal expense shall not be considered in the calculation of the value as determined in item 5. – Basis of Valuation, for the purpose of applying co-insurance.

3. **PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES**

At the option of the Insured, **equipment** also includes personal property of officers and employees of the Insured. The insurance on such property:

3.1. shall not attach if it is insured by the owner, unless the Insured is obliged to insure it or is liable for its loss

or damage.

3.2. shall apply only to loss or damage occurring at the **premises** or at a newly acquired location by the Insured.

4. **BUILDING DAMAGE BY THEFT**

This Form is extended to insure damage (except by fire) to that part of a **building** occupied by the Insured directly resulting from theft or attempted theft and from vandalism or **malicious acts** committed on the same occasion, provided the Insured is not the owner of such **building** and is legally liable for such damage and the **building** is not otherwise insured under this Form.

This Extension of coverage shall be limited to a maximum recovery of \$2,500 for any one occurrence.

5. **GROWING PLANTS, TREES, SHRUBS OR FLOWERS OUTSIDE THE BUILDING**

This Form is extended to insure loss of or damage to growing plants, trees, shrubs or flowers outside the **building** caused directly by **Named Perils** (with the exception of windstorm or hail), or from theft or attempted theft.

This Extension of coverage shall be limited to a maximum recovery, including debris removal expense, of \$500 for each growing plant, tree, shrub or flower.

6. **NEWLY ACQUIRED LOCATION**

Subject to a limit of \$250,000 on **buildings** and \$100,000 on **contents**, this insurance shall cover property at any newly acquired location in Canada or the continental United States of America that is owned, rented or controlled by the Insured and occupied by the Insured for the purposes stated in the Declaration Page(s).

This coverage attaches at the time of the acquisition and extends for a period of 30 days, or to the date of endorsement of this Form adding such location, or until the expiry date of this policy, whichever occurs first.

SPECIAL PROVISIONS

1. **DEDUCTIBLE**

The Insurer is liable for the amount by which the loss or damage caused by an insured peril exceeds the amount of the deductible specified in the Declaration Page(s) in any one occurrence.

Should any occurrence give rise to the application of more than one deductible amount for any one **premises**, only the highest deductible will be applied.

2. **CO-INSURANCE**

This clause applies separately to each item for which a co-insurance percentage is specified in the Declaration Page(s) and only where the amount of loss or damage exceeds \$50,000.

The Insured shall maintain insurance concurrent with this Form on the insured property to the extent of at least the amount produced by multiplying the value of the property as defined under Item 5. – Basis of Valuation of the SPECIAL PROVISIONS by the co-insurance percentage specified on the Declaration Page(s). If the Insured fails to do so, the Insured shall be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

Value of the Property: For the purpose of applying this paragraph 2. Co-insurance, the value of the property is determined by Item 5.– Basis of Valuation of the SPECIAL PROVISIONS. However, if the Declaration Page(s) specifies that this policy is endorsed with a Form that contains a Replacement Cost clause applicable to this Form, then for the purpose of applying this paragraph 2. Co-insurance, the Replacement Cost clause will establish the value of the property to which the Replacement Cost Clause applies, and Item 5.– Basis of Valuation, will be of no force or effect with respect to that valuation.

3. **PROPERTY PROTECTION SYSTEMS**

It is a condition of this insurance that the Insured shall immediately notify the Insurer of any interruption to, or flaw or defect, coming to the knowledge of the Insured, in any:

3.1. sprinkler or other fire extinguishing system; or

3.2. fire detection system; or

3.3. intrusion detection system;

and shall also immediately notify the Insurer of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to any of these systems or of the notification of the suspension of police service in response to any of these systems.

4. **PREMIUM ADJUSTMENT**

This clause is applicable if a specific amount of insurance is shown on the Declaration Page(s) for **stock**.

If, within six (6) months after the expiry or anniversary date of each policy period, the Insured shall file with

the Insurer a Premium Adjustment Application Form showing, for the policy period, the value of the **stock** on the last day of each month at each **premises** as commented upon by the Insured's Accountant, the actual premium for the policy period shall then be calculated at the rate applying to each **premises** for the average amount of the total values declared. If the premium paid by the Insured for such **stock** exceeds the actual premium thus calculated, the Insurer shall refund to the Insured any excess paid, subject to a maximum refund of 50% of the premium paid. In the event of any monthly declared values being in excess of the amount of insurance, the amount of the excess shall not be included in the premium adjustment calculations.

5. BASIS OF VALUATION

The value of the insured property shall be determined as follows:

- 5.1. **unsold stock**: the actual cash value of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;
- 5.2. **sold stock**: the selling price after allowance for discounts;
- 5.3. the property of others in the custody or control of the Insured for the purpose of performing work upon it: the amount for which the Insured is liable, but not exceeding the actual cash value at the time and place of loss or damage plus allowance for labour and materials expended to such time;
- 5.4. tenant's improvements:
 - 5.4.1. if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but not exceeding the actual cash value of the tenant's improvements at the time and place of loss or damage;
 - 5.4.2. if not repaired or replaced with due diligence and dispatch, that portion of the original cost of the lost or damaged tenant's improvements which the unexpired term of the lease at the time of loss or damage bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease.
- 5.5. business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):
 - 5.5.1. the cost of blank materials for reproducing the records; and
 - 5.5.2. the costs of labour to transcribe or copy the records when there is a duplicate.
- 5.6. all other insured property under this Form and for which no more specific conditions have been set out: the actual cash value at the time and place of loss or damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality.

Actual Cash Value: Various factors shall be considered in the determination of actual cash value. The factors to be considered shall include, but not be limited to, replacement cost less any depreciation and market value. In determining depreciation, consideration shall be given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence.

6. LIBERALISATION CLAUSE

If, during the policy period, the Insurer introduces any broadening of the coverage for this Form or its replacement, for which no additional premium is charged, then the broadened coverage shall apply to the benefit of the Insured from the introduction date of the broadened coverage.

7. INFLATION PROTECTION

- 7.1. The amount of insurance shown in the Declaration Page(s) for the Buildings and/or Contents will automatically be increased as determined by the Insurer, based on available inflation data.
- 7.2. On renewal or anniversary date, the amounts of insurance will be automatically increased accordingly and the premium adjusted.

8. SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

8.1. Property Insured

This Form insures the **buildings** and **contents** as described in the Declaration Page(s).

8.2. Additional Exclusions

This Form does not insure loss or damage to:

- 8.2.1. **buildings** or **contents**, if all **units**, are to the knowledge of the **Condominium Corporation** vacant or unoccupied for more than 30 consecutive days;
- 8.2.2. property belonging to the owners of individual **units**;
- 8.2.3. improvements and betterments to individual **units** made or acquired by the owners of such **units**;

8.3. Loss Adjustment

Applicable to Québec policies

Loss adjustment (in accordance with the terms of article 1075 of the Civil Code of Quebec)

The indemnity owing to the syndicate following a substantial loss is, notwithstanding article 2494, paid to the trustee appointed in the constituting act of co-ownership or, where none has been appointed, designated by the syndicate.

Applicable to policies for provinces and territories other than Québec

The **Condominium Corporation** has the exclusive right to adjust any loss with the Insurer, and the owner of a damaged **unit** is bound by such adjustment, provided, however, that the said **Condominium Corporation**, may in writing authorize an owner to adjust any loss to his **unit** with the Insurer.

DEFINITIONS

Wherever used in this Form:

1. **BUILDING** means:
 - 1.1. the building(s) described in the Declaration Page(s) and includes:
 - 1.1.1. fixed structures pertaining to the **building(s)** and located on the **premises**. Such structures include, but are not limited to, antennae and their wiring, fencing, signs, lighting, wind turbines, solar panels and satellite dishes;
 - 1.1.2. additions and extensions communicating and in contact with the **building(s)**;
 - 1.1.3. permanent fittings and fixtures attached to and forming part of the **building(s)**;
 - 1.1.4. materials, equipment and supplies on the **premises** for maintenance of, and normal repairs and minor alterations to the **building(s)** or for building services.
 - 1.1.5. trees, shrubs and growing plants or flowers inside the **building(s)** used for decorative purposes;
 - 1.1.6. At the option of the Insured, and only for a **building** occupied as rented private residences:
 - 1.1.6.1. landlord's permanent fittings and fixtures, excluding furniture and furnishings in furnished suites or apartments;
 - 1.1.6.2. cooking, cooling, dishwashing, heating and refrigerating apparatus in suites and apartments;
 - 1.1.6.3. electrical and lighting fixtures;
 - 1.1.6.4. awnings, blinds, screen doors, screens and shutters.
 - 1.2. With regards to condominiums, those parts of the common property or common elements and the units as defined in the provincial or territorial legislation or in the registered documents of the **Condominium Corporation**.
2. **CASH CARDS** means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
3. **CLEAN UP** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of **pollutants**, including testing which is integral to any of these processes.
4. **CONDOMINIUM CORPORATION** means a Corporation constituted under provincial legislation or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **CONTENTS** means **equipment** and **stock**.
6. **DATA** means representations of information or concepts, in any form.
7. **DATA PROBLEM** means:
 - 7.1. erasure, destruction, corruption, misappropriation, misinterpretation of **data**;
 - 7.2. error in creating, amending, entering, deleting or using **data**; or
 - 7.3. inability to receive, transmit or use **data**.
8. **EQUIPMENT** means:
 - 8.1. generally all contents usual to the Insured's business, including furniture, furnishings, fittings, fixtures, machinery, tools, utensils, signs and appliances, other than **building** or **stock**;
 - 8.2. similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable;
 - 8.3. tenant's improvements, which are defined as **building** improvements, alterations and betterments made at the expense of the Insured to a building occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such **building**. If the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this Form applies as though such tenant's improvements had been made at the expense of the Insured
 - 8.4. glass or other equipment for which the Insured has assumed responsibility in a contract for a lease of premises.
9. **FIRE PROTECTIVE EQUIPMENT** includes tanks, **watermains**, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
 - 9.1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

- 9.2. any **watermains** or appurtenances located outside of the **premises** and forming a part of the public water distribution system;
- 9.3. any pond or reservoir in which the water is impounded by a dam.

10. **FUNGI** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spores or resultant mycotoxins, allergens, or pathogens.
11. **LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT** means:
- 11.1. the leakage or discharge of water or other substances from;
 - 11.2. the collapse of;
 - 11.3. the rupture due to freezing of;
- fire protective equipment** for the **premises** or for adjoining structures.
12. **MALICIOUS ACTS** means all acts of a malicious nature, except theft or attempted theft.
13. **NAMED PERILS** means:
- 13.1. fire or lightning;
 - 13.2. explosion;
 - 13.3. impact by aircraft, spacecraft or land vehicle (including articles dropped from them);
 - 13.4. **riot**, vandalism and **malicious acts**;
 - 13.5. smoke;
 - 13.6. **leakage from fire protective equipment**;
 - 13.7. windstorm or hail,
- provided such perils are not otherwise excluded in EXCLUSIONS – Item 2. (Excluded Perils) of this Form.
14. **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
15. **PREMISES** means:
- 15.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:
 - 15.1.1. areas under adjoining sidewalks and driveways;
 - 15.1.2. in or on vehicles within 100 metres (328 feet) of such property lines described in 15.1.;
 - 15.2. in the open within 305 metres (1000 feet) of such property lines described in 15.1.
16. **PROPERTY OF EVERY DESCRIPTION** means **building, equipment** and **stock**.
17. **RIOT** includes open assemblies of strikers inside or outside the **premises** who have quit work and of locked-out employees.
18. **SPORES** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any **fungi**.
19. **STOCK** means:
- 19.1. merchandise of every description usual to the Insured's business;
 - 19.2. packing, wrapping and advertising materials;
 - 19.3. similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable;
20. **SURFACE WATER** means water or natural precipitation temporarily diffused over the surface of the ground.
21. **TERRORISM** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
22. **UNIT** means the unit as defined in the declaration, description or bylaws of the **Condominium Corporation** or provincial or territorial legislation relating to condominiums or divided co-ownership. It refers to a strata lot in British Columbia and to a private portion in Quebec.
23. **WATERMAIN** means piping of a public potable water distribution system exclusively.