

SUMMARY OF COVERAGES

SECTION 1

The following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description and are subject to all conditions of the policy. These Extensions are limited to \$250,000 in respect of any one occurrence.

SECTION 1 – BLANKET EXTENSIONS		
Item	Extensions of Coverage	Amount of Insurance per occurrence
1.	Accounts Receivable	\$250,000
2.	Brands and Labels	
3.	Building Damage by Theft	
4.	Environmental (Green) Upgrade	
5.	Expediting Expenses	
6.	Fire or Police Department Service Charge	
7.	Fire Suppression Recharge Expense	
8.	Personal Property of Officers, Employees and Volunteers	
9.	Professional Fees	
10.	Proof of Loss and Inventory Preparation Expense	
11.	Replacement of Locks and Keys	
12.	Tenant Leasehold Interest – Rents	
13.	Valuable Papers and Records, Computer Data	

SECTION 2

The following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description and are subject to all conditions of the policy. These Extensions are limited to \$50,000 in respect of any one occurrence.

SECTION 2 – BLANKET EXTENSIONS		
Items	Extensions of Coverage	Amount of Insurance per occurrence
14.	Accrued Storage Charges	\$50,000
15.	Arson and Theft Reward	
16.	Consequential Loss – Off-premises Service Interruption	
17.	Contents at Insured or Insured’s Employees Residence	
18.	Contents at Other than Specified Locations	
19.	Contents Temporarily Away from the Premises	
20.	Deferred Payment Plan Stock	
21.	Exhibition Floater	
22.	Fine Arts	
23.	Fines, Damages or Penalties for Breach of Contract	
24.	Installation Floater	
25.	Mobile Inventory Management Equipment	
26.	Mortgage Rate Guarantee	
27.	Moulds and Patterns	
28.	Property in Custody of Sales Representatives	

SECTION 3

Except for Extensions 35., 40. and 56., the following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description and are subject to all conditions of the policy.

SECTION 3 – INDIVIDUAL EXTENSIONS		
Item	Extension of Coverage	Amount of Insurance per occurrence
29.	Bailee's Customer	\$2,500
30.	Breakdown of refrigeration or heating equipment on vehicle	\$5,000
31.	Building by-laws	
31.1.	Value of undamaged portion	Included
31.2.	Cost of demolition	Included
31.3.	Increased cost of construction	10% / \$1,000,000
32.	Catch all Clause	\$25,000
33.	Computer System	\$25,000
	Computer Media	\$25,000
	Computer Data	\$25,000
34.	Condominiums – Common elements contents or common area contents	\$50,000
35.	Condominiums – Common expense	Included
36.	Condominiums – Trustees fees	\$50,000
37.	Condominiums – Property in custody	\$2,500 / \$50,000
38.	Condominiums – Unit Owners Additional Coverages	
38.1.	Contingent Condominium Unit Coverage	\$125,000
38.2.	Special Loss Assessment	\$125,000
38.3.	Betterments and Improvements	\$50,000
39.	Confiscation or Seizure of Property	\$2,500
40.	Consequential Loss – On Premises	Included
41.	Construction of Additions, Extensions, Alterations and Repairs	\$100,000
42.	Crane Operator's Insurance	\$5,000
43.	Debris Removal Expenses	10% / \$1,000,000
44.	Extra Expenses	\$25,000
45.	Growing Plants, Trees, Shrubs, Lawns or Flowers	\$25,000
46.	Land and Water Pollutant Clean Up Expenses	\$25,000
47.	Money and Securities	\$1,000
48.	Newly Acquired Contents	\$50,000 (Equipment) / \$10,000 (Stock) / (30 days)
49.	Newly Acquired Locations	\$500,000 (Building) / \$500,000 (Contents) / (90 days)
50.	New Generation	\$5,000
51.	Office Business Contents	\$5,000
52.	Peak Season Increase	25%
53.	Precious Metals	\$2,500
54.	Property in Transit	\$10,000
55.	Property Leased, Rented or Loaned	\$10,000
56.	Removal	60 days
57.	Roadways, Walkways and Parking Lots	\$50,000
58.	System Software Erasure	\$5,000
59.	Unscheduled Tool Floater	\$5,000
60.	Warehouseman's Legal Liability	\$10,000

SECTION 4

Item	SPECIAL PROVISIONS
	Basis of valuation – Replacement Cost
	Notice of Cancellation/Termination Amendment
	Territorial Limits
	Waiver of Deductible for a Major Loss

Note: See the wording of each Extension for full conditions of coverage.

PROPERTY COVERAGE

In the event that more than one Extension of Coverage applies to the same property lost or damaged as a result of a single occurrence, only the Extension with the highest amount of insurance will apply. In the event a more specific coverage elsewhere in the policy applies to a loss covered by one of these Extensions, only the specific coverage will apply.

The following Extensions cancel and replace those existing on the Building and/or Contents - Broad Form, subject to the conditions, exclusions and limitations stipulated in this Form. The following Extensions of Coverage are not subject to a co-insurance requirement.

EXTENSIONS OF COVERAGE

SECTION 1 - BLANKET EXTENSIONS

The following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description and are subject to all conditions of the policy, up to a total limit per occurrence as specified in the Summary of Coverages for this Section.

1. ACCOUNTS RECEIVABLE

This Extension insures:

- 1.1. all sums due to the Insured from customers, provided the Insured is unable to collect such sums as the direct result of loss or damage to records of accounts receivable which are inside the building at the location designated on the Declaration Page(s);
- 1.2. interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectable by such loss or damage;
- 1.3. collection expense in excess of normal collection cost and made necessary because of such loss or damage;
- 1.4. other expenses, while reasonably incurred by the insured in reestablishing records of accounts receivable following such loss or damage.

The Insurer shall not be liable for loss or damage:

- 1.5. due to bookkeeping, accounting or billing errors or omissions;
- 1.6. the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation. This shall not preclude the use of such procedures in support of claim for loss;
- 1.7. due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining, or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

1.8. BASIS OF SETTLEMENT

When there is proof that a loss insured by this Extension has occurred but the Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Insured's monthly accounts receivable and shall be computed as follows:

- 1.8.1. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- 1.8.2. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the loss occurs, or such part thereof for which the Insured has furnished monthly statements to the Insurer, as compared with such average for the same months of the preceding year;

- 1.8.3. the amount determined under (1.8.1.) above, increased or decreased by the percentage calculated under (1.8.2.) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
- 1.8.4. the amount determined under (1.8.3.) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectable by the Insured. On deferred payment accounts receivable, unearned interest and service charges shall be deducted.

2. BRANDS AND LABELS

If **stock** damaged by an insured peril is salvageable and bears a brand or trademark or guarantee, the Insurer agrees to pay for the removal of such brand, trademark or guarantee before sale of such **stock** as salvage.

3. 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**, is legally liable for such damage, and the **building** is not otherwise insured under this Form.

4. ENVIRONMENTAL (GREEN) UPGRADE

This Form is extended to cover:

- 4.1. any difference between the certified **green** cost and the established **replacement cost**;
- 4.2. any additional costs incurred by the Insured for the services of a **green authority**, in accordance with the design, construction, restoration or reconstruction of certified **green** property which suffered an insured loss; and
- 4.3. any additional costs incurred by the Insured to obtain the certification or the recertification of repaired or replaced insured property to be certified **green**;

following a loss or damage to **building(s)** and **equipment** directly caused by an insured peril.

For the purposes of this Extension of coverage, the Insured shall comply with the co-insurance clause applicable to the **building(s)** and **equipment**.

Green means products, materials, methods and processes certified by a **green authority** and that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

Green Authority means an authority on building products, materials, methods or processes that are certified and accepted by industry associations or government as supporting environmental sustainability and/or energy conservation. These entities include but are not limited to: Leadership in Energy and Environmental Design (LEED), Green Building Initiative (Green Globes), Energy Star, Building Owners and Managers Association (BOMA) BEST, any applicable Canadian Standards Association guideline, ISO Standards or any other environmental sustainability or energy conservation rating or certification system recognised by the Insurer.

5. EXPEDITING EXPENSES

This Form is extended to cover expediting expenses, including overtime, incurred as a result of loss or damage to insured property by an insured peril, for such costs incurred to:

- 5.1. make reasonable temporary repairs;
- 5.2. expedite reasonable permanent repairs;
- 5.3. expedite permanent **replacement** of the insured property that has been lost or damaged by an insured peril.

This Extension does not apply to additional costs incurred for the rental or borrowing of property while the damaged property is being repaired or replaced.

Replacement means repair, construction or reconstruction with new property of like kind and quality.

6. FIRE OR POLICE DEPARTMENT SERVICE CHARGES

This Form is extended to cover service charges assessed when a fire or police department is called to save or protect the insured property from fire or another insured peril at the location specified on the Declaration Page(s).

This Extension of Coverage only provides reimbursement for service charges for which the Insured is liable and which have been received directly from:

- 6.1. the Insured's municipal fire or police department; or
- 6.2. a neighbouring municipality's fire department or police department for which there is an inter-municipal agreement.

7. FIRE SUPPRESSION RECHARGE EXPENSE

This Form is extended to cover any **fire suppression system** recharge expense (including system inspection expenses) incurred by the Insured due to the leakage or discharge of the fire suppressant within any **fire suppression system** at the **premises** of the Insured where such discharge or leakage is caused by or results from an insured peril.

Coverage under this Extension, may also be applied to the cost incurred during the policy period of upgrading any **fire suppression system** following loss or damage arising out of a fire to which this Form otherwise applies, and that caused such **fire suppression system** to discharge. The cost incurred for upgrading **fire suppression systems** does not apply to any **automatic sprinkler system** designed to protect the **building** or **contents**.

Fire Suppression System means special fire suppression equipment, which is not water based and has been designed and installed to conform with National Fire Protection Association (NFPA) guidelines.

Automatic Sprinkler System means a system that consists of an integrated network of piping designed in accordance with fire protection engineering standards that includes a water supply source, a water control valve, a water flow alarm and a drain. The system shall be activated by heat from a fire that automatically discharges water over the fire area.

8. PERSONAL PROPERTY OF OFFICERS, EMPLOYEES AND VOLUNTEERS

At the option of the Insured, **equipment** also includes personal property of officers, employees and volunteers of the Insured.

9. PROFESSIONAL FEES

This Form is extended to cover reasonable fees charged by auditors, accountants, lawyers, architects, surveyors, engineers or other professionals retained by the Insured, for the purpose of producing or certifying particulars or details of the Insured's business and that are required by the Insurer in connection with loss or damage caused to insured property by an insured peril.

This extension only applies to necessary and reasonable fees paid to professionals for producing and certifying any information that may be required by the Insurer in order to arrive at the loss payable under this Form.

This Extension of coverage does not include the fees and cost of public adjusters.

10. PROOF OF LOSS AND INVENTORY PREPARATION EXPENSE

If, as the result of loss or damage caused by an insured peril, the Insurer requests:

- 10.1. the preparation of a proof of loss; or
- 10.2. the preparation of inventories to help determine the amount of the loss.

This Extension covers the necessary expenses incurred to prepare such proofs or inventories.

This Extension does not apply to expenses to prove this Form insures against a loss, nor for expenses incurred under the condition of this policy relating to appraisal.

11. REPLACEMENT OF LOCKS AND KEYS

This Form is extended to cover the replacement, repair or reprogramming of locks in the event of loss or damage caused by an insured peril, to master keys, electronic passes or key cards controlling the doors to locations specified on the Declaration Page(s).

12. TENANT LEASEHOLD INTEREST - RENTS

If, as a result of direct physical loss of or damage to insured property from an insured peril, the landlord terminates the lease in accordance with the conditions of the lease, this Extension will cover the difference between the higher rent at the new premises and the rent stipulated in the prior lease for:

- 12.1. the unexpired term of the prior lease; or
- 12.2. 24 months from the date of loss;

whichever time period is shorter.

The difference shall be calculated on the basis that the new premises are of similar size, condition and location without allowances for improvement.

13. VALUABLE PAPERS AND RECORDS, COMPUTER DATA

This Form is extended to cover all risks of direct physical loss of or damage to **valuable papers and records** and **computer data**, and for the extra expense necessarily incurred in the reproduction of **valuable papers and records** and **computer data**, including the cost of gathering or assembling information or data for such reproduction.

This Extension of coverage does not apply to:

- 13.1. errors or omissions in processing or copying unless fire or explosion ensues and then only for such ensuing fire or explosion;
- 13.2. **money** or **securities**.

DEFINITIONS

Computer Data means facts, concepts and information which is converted to a form useable for computer equipment and includes programs, software and coded instructions for the processing and manipulation of data or the direction and manipulation of such computer equipment.

Money means currency, coins, bank notes and bullion, traveller's cheques, registered cheques and money orders held for sale to the public.

Securities means all negotiable and non-negotiable instruments or contracts representing **money** or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include **money**.

Valuable Papers and Records means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts and electronically stored records.

SECTION 2 - BLANKET EXTENSIONS

The following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of every description and are subject to all conditions of the policy, up to a total limit per occurrence as specified in the Summary of Coverages for this Section.

14. ACCRUED STORAGE CHARGES

This Form is extended to cover the amount of uncollectible accrued storage charges that arise from loss of or damage caused by an insured peril to the movable property of others that is stored or transported by the Insured. No coverage is provided for storage charges that are more than 30 days in arrears.

15. ARSON AND THEFT REWARD

In the event of loss or damage to the insured property that results from an act of arson or theft, for which coverage is afforded under this policy, this Form is extended to reimburse the Insured for rewards paid for information directly leading to convictions for the act of arson or theft, or for the recovery of stolen property. The Insurer's liability under this Extension shall not be increased by the number of people who provide information.

This Extension is limited to a maximum recovery of 25% of such loss, up to the amount specified on the Summary of Coverages under Section 2.

16. CONSEQUENTIAL LOSS - OFF-PREMISES SERVICE INTERRUPTION

This Form is extended to cover loss of or damage to **stock** on the **premises** caused by a change of temperature or dampness or dryness of atmosphere, provided that such loss or damage results directly from an insured peril to off-**premises** public utility generating plants, switching stations, substations, transformers and pumping stations, including underground transmission lines and pipes, that generate and supply electricity, water, gas or steam to the Insured Property.

Such damaged apparatus must be located within 100 kilometres of the location specified on the Declaration Page(s).

This coverage does not insure loss or damage arising from loss of or damage to overhead electrical transmission or distribution lines (or their supporting structures) that are off the **premises**.

17. CONTENTS AT INSURED RESIDENCE OR INSURED'S EMPLOYEES RESIDENCE

This Form is extended to insure contents while at the residence of the Insured or the Insured's employees.

18. CONTENTS AT OTHER THAN SPECIFIED LOCATIONS

This Form is extended to cover **contents**, while at a location not owned, rented, or controlled in whole or in part by the Insured. This Extension applies while the **contents** are anywhere in the world.

19. CONTENTS TEMPORARILY AWAY FROM THE PREMISES

This Form is extended to cover **contents** temporarily removed from the premises described on the Declaration Page(s), while at an unnamed location anywhere in the world.

20. DEFERRED PAYMENT PLAN STOCK

This Form is extended to cover **stock** the Insured has sold conditionally or whose price is payable at a future date or by installments. If direct physical loss of or damage to such **stock** by an insured peril occurs after it has left the Insured's custody but before the Insured has received full payment, the Insurer will indemnify the Insured for the unpaid balance. This Extension does not insure against default by the purchaser.

21. EXHIBITION FLOATER

This Form is extended to cover loss or damage caused directly to the insured property by an insured peril, from the time the property insured leaves any **premises** of the Insured, while in transit to and from any exhibition site and while at such exhibition site.

22. FINE ARTS

This Form is extended to cover fine arts that are the property of the Insured or the property of others for which the Insured may be liable, while at the premises described on the Declaration Page(s).

Fine arts includes paintings, etchings, pictures, tapestries and other bona fide works of art such as valuable rugs, statuary, marbles, bronzes, antique furniture, books, antique silver, manuscripts, porcelains, glass and bric-a-brac, that are rare, are of historical value or that are of artistic merit.

23. FINES, DAMAGES OR PENALTIES FOR BREACH OF CONTRACT

This Form is extended to cover sums the Insured is legally liable to pay in discharge of fines, damages or penalties incurred solely for late or non-completion of orders in consequence of direct physical loss of or damage to insured property from an insured peril.

24. INSTALLATION FLOATER

This Form is extended to cover property, while in transit or otherwise, which is in the process of installation, construction, repair or reconstruction, or any other job in connection with the operations of the Insured, provided that:

- 24.1. the Insured is the owner, or has care, custody or control and may be held responsible for the property described above; and
 - 24.2. such property is intended to enter into and form part of the project performed by the Insured.
- The Insurer shall be liable for up to the amount of Insurance specified in the Summary of Coverages under this Section 2 on property at any single project site.

Property Excluded

This Form does not insure property while located on any **premises** owned, leased or occupied by the insured.

Cessation of Coverage

This insurance will be terminated:

- 24.3. at the beginning of use or occupancy of any part or section of the project unless such use or occupancy is for:
 - 24.3.1. construction purposes;
 - 24.3.2. office or habitational purposes;
 - 24.3.3. installing, testing or storing equipment or machinery;
 - 24.4. 30 days after completion of the installation; or
 - 24.5. the expiration of this insurance;
- whichever occurs first.

25. MOBILE INVENTORY MANAGEMENT EQUIPMENT

Notwithstanding what is provided under exclusion 1.3 Electrical Devices, Appliances or Wiring, of the Building and/or Contents - Broad Form, this Form is extended to cover loss of or damage to **mobile inventory management equipment** including **data** and media, caused by an insured peril. This Extension applies to property only while away from the premises.

Paragraph 2.16 Data Exclusion, of the Building and/or Contents - Broad Form, does not apply to this Extension of coverage.

Insurance under this Extension does not apply to loss due to electrical or magnetic injury, computer viruses, malware or any form of malicious code, or the disturbance or erasure of electronic recordings, except by lightning.

Mobile inventory management equipment means mobile computers, computerized equipment and related component parts that are used away from the premises solely to manage and control inventory.

26. MORTGAGE RATE GUARANTEE

This Form is extended to cover the increase in mortgage cost required as a result of direct physical loss of or damage to a **building** by an insured peril where loss or damage to such **building** is deemed to be total, and where the mortgagor at the time of the loss closes the existing mortgage, requiring a new mortgage at a higher, competitive rate of interest.

The new mortgage must be the same term, amortization, and interest rate option of the previous mortgage. Indemnity shall be based on the difference between the mortgage rate in effect on the date of the loss and the new mortgage rate, based on the outstanding mortgage balance.

This Extension will continue:

- 26.1. for the duration of the existing mortgage period in effect at the time of the loss, until its expiry; or
 - 26.2. until the Insured relinquishes title or interest in the **building**; or
 - 26.3. for a period not exceeding 60 months;
- whichever occurs first.

This coverage shall have full force and effect only if loss of or damage to the **building** is deemed to be total, and settlement of partial losses shall be made as if this Extension had not been in effect.

27. MOULDS AND PATTERNS

This Form is extended to cover moulds and patterns which are the property of the Insured, or the property of others in the custody of the Insured and for which the Insured is liable.

28. PROPERTY IN CUSTODY OF SALES REPRESENTATIVES

This Form is extended to cover insured property, whether in transit or otherwise, in the custody of sales representatives.

SECTION 3 - INDIVIDUAL EXTENSIONS

Except for Extensions 35. CONDOMINIUMS - COMMON EXPENSE, 40. CONSEQUENTIAL LOSS - ON PREMISES, and 56. REMOVAL, the following Extensions of coverage apply in addition to the limit of insurance stated on the Declaration Page(s) for the Building, Contents, or the Property of Every Description, and are subject to all conditions of the policy, up to an individual limit per occurrence as specified in the Summary of Coverages for this Section, unless stated otherwise on the Declaration Page(s).

29. BAILEE'S CUSTOMER

This Form is extended to cover all lawful goods and articles belonging to the Insured's customers and clients while such goods or articles are:

29.1. on the **premises** for the purpose of the Insured performing the business service or professional service described on the Declaration Page(s);

29.2. in transit if the goods or articles are in the possession of the Insured.

This Extension does not apply to loss or damage to goods or articles received for storage, or for which a storage charge has been or will be made.

30. BREAKDOWN OF REFRIGERATION OR HEATING EQUIPMENT ON VEHICLE

This Form is extended to cover loss or damage to insured property from sudden or accidental breakdown or failure of refrigeration or heating equipment forming part of the transporting vehicle owned, rented or leased by the Insured, subject to the following conditions:

30.1. It is warranted that the Insured and/or his agents shall exercise due diligence in maintaining in complete working order all refrigeration or heating units and related equipment, in accordance with the manufacturer's specified precautions and service procedures. If the Insured fails to maintain written records of such maintenance or fails to inspect, repair or otherwise keep such units and related equipment in good working order, there will be no coverage for loss or damage to cargo caused by or resulting from changes in temperature.

30.2. The Insurer is not liable if at the time of loss or damage there is any other insurance that would be attached if this Extension had not been effected.

This coverage shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.

31. BUILDING BY-LAWS

In the event of loss or damage, by the perils insured against under this policy, to buildings described on the Declaration Page(s), this Form is extended to cover:

31.1. loss occasioned by the demolition of any undamaged portion of the **building**;

31.2. the cost of demolishing and clearing the site of any undamaged portion of the **building**;

31.3. any increase in the cost of repairing, replacing, constructing or reconstructing the damaged portion of the **building** on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy.

This Extension (31.3) also covers an additional amount, if the policy limit is exhausted, for up to 10% of the limit of insurance stated on the Declaration Page(s) for the Building, subject to the maximum amount stated in the Summary of Coverages for this Extension under Section 3.;

arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged **buildings**, and is in force at the time of such loss or damage.

This Extension of coverage does not insure against:

31.4. the enforcement of any by-law, regulation, ordinance or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy; or

31.5. direct or indirect loss, damage, cost or expense, arising out of **clean up** resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**; or

- 31.6. direct or indirect loss, damage, 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**; or
- 31.7. the enforcement of any by-law, regulation, ordinance or law which would apply in the absence of a loss; or
- 31.8. the enforcement of any by-law, regulation, ordinance or law that the Insured was required to comply with prior to the loss but failed to do so.

32. CATCH ALL CLAUSE

In the event of a claim being made under any Extension specified under Section 3 of this Form, and following the application of all terms, deductibles, and conditions applicable to the Extension, if the amount of insurance is insufficient to fully indemnify the Insured for loss or damage, then the insurance under this Form is extended to provide additional coverage, in excess of any such adjusted claim.

In no event shall the Insurer be liable, in any one occurrence, for more than:

- 32.1. the difference between the amount payable, under the adjusted claim(s), and the amount required to fully indemnify the Insured; or
- 32.2. the amount of insurance specified for this Extension in the Summary of Coverages for this Extension under Section 3.;

whichever is the lesser amount.

If the amount of insurance for more than one Extension is insufficient, this Catch All Clause may be applied to one or more Extensions in any one loss occurrence. In the event that claim is made under this Catch All Clause, the Insured shall elect which Extensions shall receive the benefit of this Catch All Clause.

The Insurer shall not be liable for more than the amount shown in the Summary of Coverages for this Extension under Section 3. in any one occurrence, no matter how many Extension limits are insufficient.

33. COMPUTER SYSTEMS, MEDIA AND DATA BREAKDOWN

This Form is extended to cover loss or damage to **computer systems, computer media or computer data** on the **premises** due to:

- 33.1. mechanical breakdown, faulty construction or error in design; or
- 33.2. short circuit, blow-out or other electrical, electronic or magnetic disturbance:
 - 33.2.1. within a **computer system**; or
 - 33.2.2. caused by lightning;
- 33.3. failure, breakdown or malfunction of **computer system** when **computer media** is being run through a **computer system** and the **computer media** fails, breaks down, or malfunctions.

In addition, this Extension covers the extra expenses necessarily incurred to reprogram or replace any **computer data** that is disturbed or erased as the direct result of such loss or damage.

This Extension of coverage does not apply to:

- 33.4. errors or omissions in processing or copying of **computer media or computer data**;
- 33.5. computer viruses, harmful code or similar instructions introduced into or enacted on a **computer system**, equipment or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation;
- 33.6. loss or damage caused directly or indirectly by any change or interruption to electric power, if the change originates more than 1000 feet away from the premises insured containing the **computer system, computer media or computer data**.

Computer Data means facts, concepts and information which is converted to a form useable for computer equipment and includes programs, software and coded instructions for the processing and manipulation of **data** or the direction and manipulation of such computer equipment.

Computer Systems means electronic office equipment including computer servers, component parts, networks, mainframes, accounting machines, drives, associated peripheral equipment, and any storage devices that are used for **computer data** storage and processing.

Computer Media means the material on which **computer data** are stored.

34. CONDOMINIUMS - COMMON ELEMENTS CONTENTS OR COMMON AREA CONTENTS

This Form is extended to cover loss or damage to **common elements contents or common area contents** at the **premises**, not otherwise insured.

Common elements contents or Common area contents means furniture, furnishings, fittings, fixtures, machinery, and appliances other than the **building**. The property must be located in a common area of the building which is openly accessible to all occupants of the **building**.

35. CONDOMINIUMS - COMMON EXPENSE

The Insurer agrees to indemnify the **Condominium Corporation** for the loss of such obligatory contributions towards common expenses as may be assessed from time to time by the **Condominium Corporation** against all **unit** owners, provided that the Insurer shall not be liable under this Extension for more than the pro-rata share of such expenses during the time that the unit(s) remain unoccupied and untenable due to loss or damage insured by this Policy.

36. CONDOMINIUMS - TRUSTEES FEES

This Form is extended to cover reasonable and customary fees paid by the **Condominium Corporation** or by any **unit** owner to an insurance trustee for services provided following insured loss or damage. The use of an insurance trustee must be required by the Condominium Declaration and the Insurance Trust Agreement. This Extension of Coverage shall be limited to a maximum recovery, corresponding to the amount of Insurance specified in the Summary of Coverages for this Extension, provided the amount of the fee or fees levied does not exceed two percent (2%) of the loss sustained and otherwise payable under this Form, without regard to the benefit under this Extension.

37. CONDOMINIUMS - PROPERTY IN CUSTODY

This Form is extended to cover loss or damage to the property of **unit** owners, only if the **Condominium Corporation** accepts such property for custody or safekeeping.

This Extension of Coverage shall be limited to an amount per **unit** owner and maximum amount per occurrence as specified in the Summary of Coverages for this Extension under Section 3.

38. CONDOMINIUMS - UNIT OWNERS' ADDITIONAL COVERAGES

38.1. Contingent Condominium Unit Coverage

This Form is extended to cover for loss or damage by an insured peril to the **Insured's unit**, but only to the extent that said **unit** is not so insured by the **Condominium Corporation** or to the extent that building insurance purchased by the **Condominium Corporation** on behalf of its **unit** owners is not effective or is inadequate.

38.2. Special Loss Assessment

This Form is extended to cover for payment of the **Insured's** share of Special Loss Assessments levied against the **unit** owners of the **Condominium Corporation** by the directors of said **Condominium Corporation** in accordance with the governing rules of the corporation, when such assessments are made necessary by direct loss or damage by a peril insured against, to the condominium property collectively owned by the **unit** owners.

38.3. Betterments and Improvements

This Form is extended to cover loss or damage by an insured peril to improvements or betterments made or acquired by the owners of condominium units that have become a permanent part of the **building**.

For the purposes of this Extension, Insured means the individual Condominium **unit** owner.

39. CONFISCATION OR SEIZURE OF PROPERTY

Notwithstanding exclusion 1.11. Property Illegally Acquired of the Building and/or Contents - Broad Form, if **equipment** or **stock** is confiscated or seized from the Insured by public authority, and the Insured purchased such property from a person who had acquired such property illegally, this Form is extended to cover such loss.

This Extension shall not apply if the Insured was aware they were purchasing illegally acquired property.

40. CONSEQUENTIAL LOSS - ON PREMISES

This Form is extended to cover physical loss of or damage to **stock**, while on the **premises**, caused by:

40.1. dampness or dryness of atmosphere; or

40.2. change of temperature;

directly resulting from physical loss of or damage to **building** or **equipment**, including, while located on the **premises**, their supply or transmission lines and pipes and their connections furnishing **services**.

The physical loss of or damage to **building** or **equipment** must directly result from an insured peril.

Services means electricity, water, gas or steam.

41. CONSTRUCTION OF ADDITIONS, EXTENSIONS, ALTERATIONS AND REPAIRS

If not insured elsewhere, this Form is extended to cover property in course of construction that forms part of an addition, extension or alteration to the **building** on the **premises**, including:

41.1. materials and supplies;

41.2. landlord's permanent fittings and fixtures to be attached to the **building**;

41.3. scaffolding, falsework, forms, hoardings, excavation, site preparation, temporary structures, and similar work;

41.4. fences, foundations, other supports, frescoes, machinery and equipment for building services;

41.5. landscaping.

42. CRANE OPERATOR'S INSURANCE

This Form is extended to cover property in the care, custody or control of the Insured, owned by the Insured's customers and for which the Insured may be held legally liable, against any loss or damage caused by accident while such property is being lifted or moved on the **project site** by cranes or hoisting equipment, during erection or elevation operations.

Project site means any work site at which the Insured has been contracted to do work usual to the operations of the Insured.

43. DEBRIS REMOVAL - ADDITIONAL EXPENSES

This Form is extended to cover expenses incurred by the Insured in the removal from the **premises** of:

- 43.1. debris of the insured property, occasioned by loss or damage insured under this Form;
- 43.2. debris or other property which is not insured by this Form but which has been blown by windstorm upon the **premises**.

This Extension also covers additional debris removal expense, if the policy limit is exhausted, for up to 10% of the limit of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description, subject to a maximum amount stated in the Summary of Coverages for this Extension under Section 3.

This Extension of coverage does not apply to costs or expenses:

- 43.3. to clean up **pollutants** from land or water; or
- 43.4. 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**.

44. EXTRA EXPENSES

This Form is extended to cover **extra expenses** necessarily incurred by the Insured during the **restoration period** to maintain, as much as possible, the **normal** activities of the business after an insured loss affecting the **buildings** or their **contents**.

This Extension includes the actual loss as insured by this Form during the period of time, not exceeding thirty (30) days, while access to the **premises** is prohibited by order of civil authority as a direct result of damage to neighbouring premises by an insured peril.

The following expenses are not covered under any circumstances:

- 44.1. loss of income;
- 44.2. extra expense in excess of that necessary to continue as nearly as practicable the **normal** conduct of the Insured's business;
- 44.3. cost of repairing or replacing damaged property, except cost in excess of the **normal** cost of such repairs or replacements necessarily incurred to reduce the total amount of **extra expense**.

Extra expenses means the excess (if any) of the total cost during the **restoration period** for the purpose of continuing the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. This will include the cost of using the property of others or other similar necessary emergency expenses. Any salvage value of such property remaining after resumption of **normal** operations shall be taken into consideration in the adjustment of any insured loss.

Normal means the condition which would have existed had no loss occurred.

Restoration period means the period of restoration, commencing with the date of the loss and not limited by the expiration date of this policy, as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property as may be destroyed or damaged.

45. GROWING PLANTS, TREES, SHRUBS, LAWNS OR FLOWERS

This Form is extended to cover loss of or damage to growing plants, trees, shrubs, lawns or flowers outside the **building** and caused by an insured peril.

46. LAND AND WATER POLLUTANT CLEAN UP EXPENSES

Notwithstanding the pollution exclusion 2.15. provided in the Building and/or Contents - Broad Form, this Form is extended to cover expenses incurred for the **clean up of pollutants** from land or water at the **premises**, provided the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:

- 46.1. arises directly from loss or damage due to an insured peril to insured property at the **premises**; and
- 46.2. is sudden, unexpected and unintended from the standpoint of the Insured; and
- 46.3. first occurs during the policy period.

Reporting Period

It is a condition precedent to recovery under this Extension that all expenses insured by this Extension must be incurred and reported to the Insurer within 365 days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of **pollutants** for which **clean up** expenses are being claimed.

Limit of Insurance

The maximum amount of insurance under this Extension during any one annual policy period shall not exceed in the aggregate, the amount of insurance specified in the Summary of Coverages for this Extension under Section 3.

No automatic reinstatement

Notwithstanding the Reinstatement Clause in the General Conditions Form to which this Form is attached, the amount of insurance specified for this Extension will be reduced, following a loss, by the amount payable.

This Extension of coverage does not apply to:

- 46.4. expenses for **clean up** away from or beyond the **premises** resulting from any spill, discharge, emission, dispersal, leakage, seepage, migration, release or escape of **pollutants**, even if the **pollutants** emanated from the premises;
- 46.5. expenses for **clean up** of any spill, discharge, emission, dispersal, leakage, seepage, migration, release or escape of **pollutants** that began before the effective date of the policy;
- 46.6. fines, penalties, punitive or exemplary damages;
- 46.7. expenses incurred for the **clean up** of **pollutants** at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.

Other insurance

The insurance afforded by this Extension shall apply as excess over any other valid and collectible insurance available to the Insured or any other interested party, unless the Insured has no other valid and collectible insurance, in which case this policy shall be primary.

47. MONEY AND SECURITIES

This Form is extended to cover **money** and **securities** used in and incidental to the Insured's business (as evidenced by the Insured's account records) while on the **premises** of the Insured as specified on the Declaration Page(s) or away from such **premises** while being carried or held strictly incidentally to the Insured's business.

Money means currency, coins, bank notes and bullion.

Securities means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens, and tickets, but does not include **money** or digital currency.

The insurance afforded by this Extension shall apply as excess over any other valid and collectible insurance available to the Insured or any other interested party, unless the Insured has no other valid and collectible insurance, in which case this Extension shall be primary.

48. NEWLY ACQUIRED CONTENTS

This Extension is only applicable if **contents** are insured under this policy.

This Form is extended to cover newly acquired **stock** and **equipment**.

This coverage attaches at the time of the acquisition and extends:

- 48.1. for a period of 30 days; or
 - 48.2. to the date of endorsement of this Form adding such **stock** and **equipment**; or
 - 48.3. until the expiry date of this policy;
- whichever occurs first.

49. NEWLY ACQUIRED LOCATION

This Form is extended to cover **buildings** and **contents** at any newly acquired location, other than any location(s) already described on the Declaration Page(s), that is owned, rented or controlled by the Insured for the purposes stated on the Declaration Page(s).

This coverage attaches at the time of the acquisition and extends:

- 49.1. for the number of days shown in the Summary of Coverages for this Extension under Section 3.; or
 - 49.2. to the date of endorsement of this form adding such location; or
 - 49.3. until the expiry date of this policy;
- whichever occurs first.

50. NEW GENERATION

This Form is extended to cover any increase in the replacement cost of **equipment** which has been lost or damaged as a direct result of perils insured against and which the Insured elects to replace with equipment of a newer generation, provided that the replacement equipment performs the same function and is of like quality as that lost or destroyed.

Coverage will only apply in the event of the total loss of the insured property. In case of a partial loss to the insured property, the basis of settlement will be applied according to the terms elsewhere in this Form.

51. OFFICE BUSINESS CONTENTS

This Form is extended to cover loss or damage to **office business contents** at the location described on the Declaration Page(s).

This Extension does not apply to:

51.1. **valuable papers and records;**

51.2. fine arts; including paintings, etchings, pictures, tapestries and other bona fide works of art such as valuable rugs, statuary, marbles, bronzes, antique furniture, books, antique silver, manuscripts, porcelains, glass and bric-a-brac, that are rare, are of historical value or that are of artistic merit.

Office business contents means generally all contents usual to the Insured's business including computer equipment, furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than **building** or **stock**.

Valuable Papers and Records means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts and electronically stored records.

52. PEAK SEASON INCREASE

The amount of Insurance for Contents insured under this Policy shall be automatically increased by 25% to provide for seasonal variations. However, this increase shall not apply unless the amount of insurance for Contents is 100% or more of the Insured's average monthly values for the 12 months immediately preceding the latest effective date, or in the event the Insured has been in business for less than 12 months, such shorter period of time.

53. PRECIOUS METALS

Notwithstanding exclusion 1.6. Money, Precious Metals and Securities, of the Building and/or Contents - Broad Form, this Form is extended to cover bullion, platinum, or other precious metals or alloys used for commercial, professional or industrial purposes in the business of the Insured.

54. PROPERTY IN TRANSIT

This Form is extended to cover insured property while in transit, other than unscheduled tools, anywhere in the world, for any one loss caused by an insured peril.

Loading and Unloading

Coverage is extended to include direct physical loss or damage to insured property while being loaded or unloaded from a vehicle.

Additional Conditions:

54.1. coverage during loading shall not attach until the insured property is in the custody of the Insured or a common carrier or contract carrier for the purpose of transport;

54.2. coverage during unloading shall cease when the insured property leaves the custody of the Insured or a common carrier or contract carrier.

55. PROPERTY LEASED, RENTED OR LOANED

Notwithstanding exclusion 1.10. of the Building and/or Contents - Broad Form, this Form is extended to cover insured property while leased, rented, loaned or entrusted to others for a period not exceeding thirty (30) days. This Extension of coverage is not applicable to commercial businesses whose main source of income consists of leasing property to other individual or entities.

56. 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 60 days only, or for the unexpired term of the policy if less than 60 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.

57. ROADWAYS, WALKWAYS AND PARKING LOTS

This Form is extended to cover loss or damage to roadways, walkways, parking lots, other exterior paved surfaces, retaining walls or permanently installed landscape structures on the **premises** outside the **building**.

58. SYSTEM SOFTWARE ERASURE

In the event that:

58.1. electronic recordings, upon which production machinery or inventory control systems at the **premises** are dependent, or

58.2. electronic recordings of **data** pertaining to the movable property of others stored or transported by the insured;

are disturbed or erased by artificial electric or magnetic currents, this Form is extended to cover the extra expense necessarily incurred to reprogram or replace such recordings.

Limit of Insurance

The maximum amount of insurance under this Extension during any one annual policy period shall not exceed in the aggregate, the amount of insurance specified in the Summary of Coverages for this Extension under Section 3.

No coverage is provided for:

58.3. Errors or omissions in **data** entry or programming.

58.4. Damage caused by computer viruses, malware or any form of malicious code.

Clause 2.16., **Data Exclusion**, provided under the Building and/or Contents - Broad Form, does not apply to the coverage provided by this Extension.

59. UNSCHEDULED TOOL FLOATER

This Form is extended to cover loss of or damage to unscheduled portable tools caused by an insured peril.

60. WAREHOUSEMAN'S LEGAL LIABILITY

This Form is extended to cover the liability imposed by law upon the Insured as a warehouseman for direct physical loss of or damage to property of others while at the locations described on the Declaration Page(s). In addition to this amount, the Insurer will pay expenses incurred for defence costs and related expense, and any accrued interest after entry of judgment upon that part of the judgment which is within the applicable amount of Insurance.

This Extension does not insure:

60.1. any liability assumed by the Insured beyond the liability imposed by law in the absence of a contract or agreement;

60.2. the loss of perishable merchandise caused by or resulting from a partial or total electrical failure of a refrigeration or heating system.

SPECIAL PROVISIONS

The Special Provisions Section of the BUILDING AND/OR CONTENTS - BROAD FORM, is amended as follows:

Section 5. Basis of Valuation, is deleted and replaced by the following:

5. BASIS OF VALUATION - REPLACEMENT COST

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

5.1. **unsold stock:** the **replacement cost** 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. **obsolete or used stock:** on the basis of actual cash value;

5.4. 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;

5.5. tenant's improvements:

5.5.1. if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but not exceeding the replacement cost of the tenant's improvements at the time and place of loss or damage;

5.5.2. 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;

5.6. business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):

5.6.1. the cost of blank materials for reproducing the records; and

5.6.2. the costs of labour to transcribe or copy the records when there is a duplicate;

5.7. **buildings:** Loss shall be settled on the basis of **replacement cost**;

- 5.8. all other insured property under this Form and for which no more specific conditions have been set out: the **replacement cost** 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;
- 5.9. glass including any lettering, ornamentation or burglar alarm foil thereon, shall be settled on the basis of **replacement cost**, including:
- 5.9.1. repairing or replacing frames immediately encasing and contiguous to such damaged glass when necessary;
 - 5.9.2. installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;
 - 5.9.3. removing or replacing any obstruction, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation;
- 5.10. patterns, dies, moulds: **replacement cost**, only if they have been used in production within 24 months from the time of loss or damage.

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.

5.11. **Replacement cost** means whichever is the least of the cost of replacing, repairing, constructing or reconstructing the property on the same site with new property of like kind and quality and for like occupancy without deduction for depreciation. Wherever in this coverage the Insurer agrees to make settlement on the basis of replacement cost, such agreement shall only apply subject to the following provisions:

- 5.11.1. replacement shall be effected by the Insured with due diligence and dispatch;
- 5.11.2. settlement on a replacement cost basis shall be made only when replacement has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such replacement;
- 5.11.3. any other insurance effected by or on behalf of the Insured in respect of the insured perils under this policy on the property to which this clause is applicable shall be on the basis of replacement cost as defined herein;
- 5.11.4. this clause applies separately to each items listed on the Declaration Page(s);
- 5.11.5. failing compliance by the Insured with any of the above provisions, settlement shall be made on the basis of actual cash value.

In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that lost or damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this clause.

Exclusions

This clause does not apply to:

- 5.11.6. paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac or other articles of art, rarity or antiquity;
 - 5.11.7. business records, including those which exist on electronic or magnetic media (other than pre-packaged software program);
 - 5.11.8. any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law;
 - 5.11.9. property that is obsolete or that has not been maintained in good or workable condition.
- 5.12. Any coinsurance calculation shall be based on a valuation of **replacement cost**.

The following clauses are added to the Special Provisions:

9. NOTICE OF CANCELLATION/TERMINATION AMENDMENT

Applicable to policies for provinces and territories other than Québec

Except for: (i) cancellations for non-payment of premium, and/or (ii) a written notice of termination personally delivered to the Insured, the number of day notice by the Insurer as stated in the Notice of Cancellation or Termination clause(s) contained in this policy is amended to 60 days.

Applicable to Québec policies

It is agreed that the 30-day prior cancellation notice, provided under paragraph 28.2 of the CANCELLATION Section under the General Conditions form to which this wording is attached, is increased from 30 to 60 days, and that therefore paragraph 28.2 now reads as follows:

28. THIS POLICY MAY BE CANCELLED AT ANY TIME:

28.2. By the Insurer giving written notice to each of the Named Insured, at their last known address, at least 15 days before the effective date of cancellation by reason of non payment of premium or 60 days before the effective date of cancellation for any other reason. Cancellation takes effect 15 or 60 days after receipt of the written notice, depending upon the reason for cancellation. The Named Insured is entitled to a refund of the excess premium actually paid over the pro-rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

10. TERRITORIAL LIMITS

Except as otherwise provided, this Form only covers property within Canada and the United States of America.

11. WAIVER OF DEDUCTIBLE FOR A MAJOR LOSS

Except for covered loss or damage caused by earthquake, sewer back-up, flooding and any other type water damage, the deductible limit stated on the Declaration Page(s) does not apply if the amount of the indemnity is higher than \$250,000.

All other terms and conditions of the policy remain unchanged.