

# Commercial Property Broad Form

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 19

## 1 INDEMNITY AGREEMENT

The Insurer and Insured hereby agree that the Indemnity Agreement forming part of the Commercial Policy Insuring Agreements shall apply to this coverage.

## 2 PROPERTY INSURED

- a This Form insures the following "Property" but only those items for which an amount of insurance is specified on the "Declarations Page", only while the described "Property" is situated at the location(s) specified on the "Declarations Page":
- (i) "BUILDING"
  - (ii) "EQUIPMENT"
  - (iii) "STOCK"
  - (iv) "CONTENTS" or "CONTENTS OF EVERY DESCRIPTION"
  - (v) "PROPERTY" or "PROPERTY OF EVERY DESCRIPTION"
- b This Form also insures the following property but only if an amount of insurance is specified on the "Declarations Page":
- Temporary Locations:** "Contents" other than at a specified location, except while in transit or outside Canada. There shall be no liability under this item at any location owned, rented, or controlled in whole or in part by the insured.
- Building at Newly Acquired Location:** "Building" at any newly acquired location within Canada. 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. There is no coverage under this item for any "Building" that is in the course of construction.
- Contents at Newly Acquired Location:** "Contents" at any newly acquired location within Canada that is owned, rented or controlled by the Insured in whole or in part. 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.
- Property in Transit:** "Contents" in the course of transit within Canada or the continental United States of America until delivered.
- Sales Representative:** "Contents", whether in transit or otherwise, within Canada or the continental United States of America while in the custody of a sales representative of the Insured.

## 3 DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the "Declarations Page" in any one occurrence. Should any occurrence give rise to the application of more than one deductible amount for any one "premise", only the highest deductible will be applied.

## 4 CO-INSURANCE

- a The Insured shall maintain insurance concurrent with this Form on the "Property" insured to the extent of at least the amount produced by multiplying the actual cash value of the "Property" by the co-insurance percentage specified on the "Declarations Page", and failing so to do, shall only be entitled to recover 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;
- b This clause applies separately to each item for which a co-insurance percentage is specified on the "Declarations Page" and only where the total loss exceeds the lesser of 2% of the applicable amount of insurance or five thousand dollars (\$5,000).

## 5 INSURED PERILS

This Form, except as herein provided, insures against all risks of direct physical loss of or damage to the "Property" insured.

## 6 PROPERTY EXCLUDED

This Form does not insure loss of or damage to:

- a sewers, drains or water mains located beyond the outside bearing walls or foundations of the "Property" insured, outside communication towers, antennae (including satellite receivers) and equipment attached thereto, street clocks, exterior signs;
- b exterior glass or vitrolite and lettering or ornamentation thereon, but this Exclusion does not apply to loss or damage caused directly by Clause 19o "Named Perils" provided such perils are not excluded in Clause 7 of this Form;
- c electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion as described in Clause 19o "Named Perils" ensues and then only for each ensuing loss or damage, provided such perils are not excluded in Clause 7 of this Form;
- d growing plants, trees, shrubs or flowers, all while outside the "building", except as provided in the Extensions of Coverage Clause 8e of this Form;
- e animals, fish or birds, but this exclusion does not apply to loss or damage caused directly by perils listed in Clause 19o "Named Perils" or from "Theft" or attempt thereat, provided such perils are not excluded in Clause 7 of this Form;
- f money, "cash cards", bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidence of debt or title;

- g automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such "Property", but this exclusion shall not apply to watercraft, amphibious or air cushion vehicles held for sale, unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the "Premises" of the Insured;
- h furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, or precious and semi-precious stones, alcoholic beverages, firearms and ammunition, tobacco and tobacco products, pre-recorded video tapes, dvd's, and electronic video games.

This exclusion does not apply to:

- (i) the first two thousand five hundred dollars (\$2,500.) of any loss insured herein;
  - (ii) any loss or damage caused directly by Clause 19o "Named Perils", provided such perils are not excluded in Clause 7 of this Form;
  - i "Property" insured under the terms of any marine insurance, and "Property" while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
  - j "Property" on loan or on rental or sold by the Insured under conditional sale, installment payment or other deferred payment plan, from the time of leaving the Insured's custody, but this Exclusion 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;
  - k "Property" in the custody of a sales representative outside the "Premises" of the Insured except as provided in the Extensions of Coverage Clause 8c of this Form;
  - l "Property" illegally imported, acquired, kept, stored or transported; "Property" seized or confiscated for breach of any law or by order of any public authority;
  - m (i) any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
  - (ii) any boiler, including the piping and equipment connected thereto, 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;
- but this Exclusion does not apply to:
- 1. manually portable gas cylinders;
  - 2. explosion of natural, coal or manufactured gas;
  - 3. explosion of gas or unconsumed fuel within a furnace or within the gas passages therefrom to the atmosphere.
- n roadways, walkways, parking lots or other exterior paved surfaces. This exclusion does not apply to the first \$10,000 of any loss otherwise insured;
  - o "equipment" or "stock" while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of "equipment" or "stock". This exclusion does not apply to loss or damage caused directly by resultant fire or explosion as described in Clause 19o "Named Perils".

## 7 PERILS EXCLUDED

This Form does not insure against loss or damage resulting from, contributed to or caused directly or indirectly:

- a by "Earthquake" except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment, all as described in Clause 19o "Named Perils". This Exclusion does not apply to "Property" in transit;
- b by flood, including "surface water", waves, tides, tidal waves, tsunamis, or the breaking out or overflow of, any body of water, whether natural or man-made,
  - (i) except:
    - 1. for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment, all as described in Clause 19o "Named Perils";
    - 2. for loss or damage due to leakage from a water main;
  - (ii) This Exclusion does not apply to "Property" in transit; except as provided under Clause 2b of this Form.
- c (i) by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings therein, foundations, basement floors, sidewalks, sidewalk lights;
- (ii) by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by a peril not otherwise excluded in this Form;
- (iii) by the entrance of rain, sleet or snow through doors, windows, skylights, vents, soffits or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this Form;
- (iv) loss or damage to buildings and/or contents caused by continuous or repeated seepage or leakage of water;
- d by centrifugal force, mechanical or electrical breakdown or derangement in or on the "Premises" unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
- e by dampness or dryness of atmosphere, changes in or extremes of temperature, contamination, freezing, heating, shrinkage, evaporation, loss of weight, leakage of "Contents", exposure to light, change in colour or texture or finish, rust or corrosion, marring, scratching or crushing, but this Exclusion does not apply to loss or damage caused directly by Clause 19o "Named Perils", rupture of pipes or breakage of apparatus, not excluded under Clause 6n of this Form, "Theft" or attempt thereat or accident to transporting conveyance provided that such perils are not excluded in Clause 7 of this Form. Damage to pipes caused by freezing is insured provided such pipes are not excluded in Clause 6n of this Form;
- f to pipes caused by freezing occurring while the "Building" is under construction, renovation, repair or "Vacant" even if we have given permission for construction, renovation, repair or vacancy. This exclusion also applies to any self contained suite or unit in the building while under construction, renovation, repair or vacant. This limitation applies immediately upon "Vacancy";
- g by smoke from agricultural smudging or industrial operations;
- h by delay, loss of market, or loss of use or occupancy by voluntary parting of ownership or title by the Insured to any party whether from a legal or illegal transaction;

- i to "Building"(s) by:
  - (i) snowslide, landslide, subsidence or other earth movement, except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment, all as described in Clause 19o "Named Perils";
  - (ii) explosion (except with respect to 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, unless fire ensues and then only for the loss or damage caused directly by such ensuing fire:
    - 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. piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
    - 3. other vessels and apparatus and pipes connected therewith 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 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;
    - 4. moving or rotating machinery or parts thereof;
    - 5. any vessels and apparatus and pipes connected therewith while undergoing pressure tests but this Exclusion does not apply to other "Property" insured hereunder that has been damaged by such explosion;
    - 6. gas turbines;
  - (iii) settling, expansion, contraction, moving, bulging, buckling or cracking of driveways or pavements, patios, foundations, walls, floors, roofs or ceilings unless concurrently and directly caused by a peril not otherwise excluded in Clause 7 of this Form;
- j by loss or damage sustained to "Contents" while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of "Contents" unless fire or explosion as described in Clause 19o "Named Perils" ensues and then only for such ensuing loss or damage;
- k due to "Theft" or attempted "Theft", vandalism, or malicious acts from that part of the "Premises" which you rent to others, caused by you, any tenant, tenant's guests or employees, or members of their household;
- l in whole or in part by war, invasion 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 cause or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

## 8 EXTENSIONS OF COVERAGE

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

- a **Removal:** If any of the insured property is necessarily removed from the location(s) specified herein to prevent loss, destruction or damage or further loss, destruction or damage thereto, that part of the insurance under this policy that exceeds the amount of the Insurer's liability for any loss already incurred shall, for seven days only, or for the unexpired term of the policy if less than seven days, insure the property removed and any property remaining in the location(s) specified herein in the proportions which the value of the property in each of the respective locations bears to the value of the property in them all;
- b (i) **Debris Removal:** The Insurer will indemnify the Insured for expenses incurred in the removal from the "premises" of debris of the property insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this policy. The amount payable under this extension shall not exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible;
- (ii) **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 policy but which has been blown by windstorm upon a location specified on the "Declarations Page".  
Extensions of coverage (i) and (ii) do not apply to costs or expenses:
  - 1. to "clean up" "pollutants" from land or water; or
  - 2. for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape or "pollutants";
 Debris removal expenses shall not be considered in the determination of actual cash value for the purpose of applying the Co-insurance Clause.
- c **Personal Property of Officers, Employees Volunteers and Visitors:** At the option of the Insured, "equipment" also includes personal property of officers, employees, volunteers and visitors of the Insured. The insurance on such property:
  - (a) 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;
  - (b) is, in any event, limited to a maximum recovery of \$250 in respect of any one officer, employee volunteer or visitor;
  - (c) shall apply only to loss or damage occurring at a location specifically described on the "Declarations Page".
- d **"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 any attempt thereat and from vandalism or malicious acts committed on the same occasion, provided the Insured is not the owner of such "building" or is liable for such damage and the "building" is not otherwise insured hereunder. This extension of cover is limited to a maximum \$2,500 per occurrence. Glass and lettering or ornamentation thereon is excluded from this extension.
- e **Growing Plants, Trees, Shrubs or Flowers in the Open:** This Form is extended to insure loss or damage to growing plants, trees, shrubs or flowers in the open caused directly by "Named Perils" (with the exception of windstorm or hail as described in Named Peril clause 19o or from theft or attempt thereat. This extension of coverage shall be limited to a maximum recovery of five hundred dollars (\$500) for each growing plant, tree, shrub or flower in the open including debris removal expense. This extension is limited to a maximum limit of \$5,000 per occurrence.

## 9 PERMISSION

Permission is hereby granted:

- a for other insurance concurrent with this Form;
- b to make additions, alterations or repairs;
- c to do such work and to keep and use such articles, materials, and supplies in such quantities as are usual or necessary to the Insured's business.

## 10 BREACH OF CONDITION

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the "Premises" over which the Insured has no control.

## 11 REINSTATEMENT

Any loss or damage shall not reduce the amounts of insurance provided by this policy. However the premium for the coverage claimed will be deemed fully earned for the balance of the policy term if the limit of insurance for that coverage has been exhausted.

## 12 SUBROGATION

The insurer, upon making payment or assuming liability therefore under this Form, shall be subrogated to all the rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual, or other interest with respect to which insurance is provided by this Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

## 13 PROPERTY PROTECTION SYSTEMS

- a It is agreed that the Insured shall notify forthwith the Insurer of any interruption to, or flaw or defect, coming to the knowledge of the Insured, in any:
  - (i) sprinkler or other fire extinguishing system; or
  - (ii) fire detection system; or
  - (iii) intrusion detection system;
- b and shall also notify forthwith 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.
- c Failing so to do, all coverages previously afforded herein will be rendered null and void.

## 14 PREMIUM ADJUSTMENT

- a This clause is applicable if a specific amount of insurance is shown on the "Declarations Page" for "Stock".
- b If within six (6) months after the expiry or anniversary date of each period of insurance, the Insured shall file with the Insurer a Premium Adjustment Application Form showing, for the said period, the actual cash value of the "Stock" insured on the last day of each month at each location as commented upon by the Insured's accountant, the actual premium for the said period shall then be calculated at the rate applying to each location 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.

## 15 VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the term of this policy, or within a year after termination or expiration, to inspect the "Property" insured and to examine the Insured's books, records and such policies as relate to any "Property" insured hereunder. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

## 16 BASIS OF VALUATION

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

- a 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;
- b sold "stock": the selling price after allowance for discounts;
- c 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;
- d tenants improvements:
  - (i) 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;

- (ii) 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;
- e business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):
  - (i) the cost of blank materials for reproducing the records: and
  - (ii) the costs of labour to transcribe or copy the records when there is a duplicate.
- f 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.

## 17 PROPERTY OF OTHERS

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the "Property".

## 18 LOCKED VEHICLE WARRANTY

- a Warranted by the Insured that any vehicle in which the "Property" insured is carried is equipped with a fully enclosed metal body or compartment and the Insurer shall be liable in case of loss by "Theft" from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment, the doors and windows of which shall have been securely locked.
- b This clause does not apply to "Property" which is under the control of a common carrier.

## 19 DEFINITIONS

Applicable to all coverages provided and subject to all conditions of this Form unless otherwise noted herein, wherever used in this Form:

- a **"Building"** means the building(s) described on the "Declarations Page" and includes:
  - (i) fixed structures pertaining to the "Building" and located on the "Premises";
  - (ii) additions and extensions communicating and in contact with the "Building";
  - (iii) permanent fittings and fixtures attached to and forming part of the "Building";
  - (iv) materials, equipment and supplies on the "Premises" for maintenance of, and normal repairs and minor alterations to the "Building" or for building services;
  - (v) growing plants, trees, shrubs or flowers inside the "Building" used for decorative purposes when the Insured is the owner of the "Building".
- b **"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;
- c **"Clean Up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "Pollutants", including testing which is integral to the aforementioned processes.
- d **"Contents"** or **"Contents of Every Description"** means "Equipment" and "Stock" as defined herein.
- e **"Data"** means representations of information or concepts in any form.
- f **"Data Problem"** means:
  - (i) erasure, destruction, corruption, misappropriation of "Data";
  - (ii) error in creating, amending, entering, deleting or using "Data";
  - (iii) inability to receive, transmit or use "Data";
  - (iv) damage to electronic "Data Processing System(s) and Equipment" or any other related component system, process or device.
- g **"Data Processing Media"** means active data processing "Media" being all forms of converted data and/or programs and/or instruction vehicles employed in the Insured's data processing or production operation.
- h **"Data Processing System and Equipment"** means electronic data processing systems including equipment and component parts thereof, the "Property" of the Insured or the property of others, leased, rented or under the control of the Insured and for which the Insured is liable.
- i **"Declarations Page"** means the Declarations Page applicable to this policy.
- k **"Earthquake"** means: snowslide, ice slide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock. More than one earthquake shock occurring within any consecutive one-hundred-and-sixty-eight (168) hours during the term of this policy will be deemed a single "Earthquake" within the meaning in this definition.
- l **"Equipment"** means:
  - (i) generally all "Contents" usual to the Insured's business including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than "Building" or "Stock" as herein defined;
  - (ii) similar "Property" belonging to others which the Insured is under obligation to keep insured or for which he is legally liable;
  - (iii) 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.
- m **"Fire Protective Equipment"** includes tanks, water mains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
  - (i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

- (ii) any water mains or appurtenances located outside of the described "Premises" and forming a part of the public water distribution system;
- (iii) any pond or reservoir in which the water is impounded by a dam.
- n **"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.
- o **"Named Perils"** means:
  - (i) FIRE OR LIGHTNING
  - (ii) EXPLOSION: Except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:
    1. (a) 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;
    - (b) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
    - (c) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
    - (d) smelt dissolving tanks;
    2. other vessels and apparatus, and pipes connected therewith, 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, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
    3. moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
    4. any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this Exclusion shall not apply to other "Property" insured hereunder that has been damaged by such explosion;
    5. gas turbines:
 

The following are not explosions within the intent or meaning of this section:

      - (a) electric arcing or any coincident rupture of electrical equipment due to such arcing;
      - (b) bursting or rupture caused by hydrostatic pressure or freezing;
      - (c) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
  - (iii) IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE: The terms aircraft and spacecraft include articles dropped therefrom. There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:
    1. caused by land vehicles belonging to or under the control of the Insured or any of his/her employees;
    2. to aircraft, spacecraft or land vehicles causing the loss.
    3. caused by any aircraft or spacecraft when being taxed or moved inside or outside of "Building"(s).
  - (iv) RIOT, VANDALISM OR MALICIOUS ACTS: The term Riot includes open assemblies of strikers inside or outside the "Premises" who have quitted work and of locked-out employees. There shall in no event be any liability hereunder for loss or damage:
    1. due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
    2. due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Clause 19o. "Named Perils" in this Form;
    3. due to "Theft" or attempted "Theft";
    4. due to vandalism, or malicious acts from that part of the "Premises" which you rent to others, caused by you, any tenant, tenant's guests or employees, or members of their household;
    5. occurring while the "Building" is under construction, renovation, repair or "Vacant" even if permission for construction, renovation, repair or vacancy has been given by us. This exclusion also applies to any self contained suite or unit in the building while under construction, renovation, repair or vacant. This limitation applies immediately upon "Vacancy".
  - (v) SMOKE: The term Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.
  - (vi) LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT: The term Leakage from Fire Protective Equipment means:
    1. the leakage or discharge of water or other substances from:
    2. the collapse of;
    3. the rupture due to freezing of:
      - (a) "fire protective equipment" for the "premises" or for adjoining structures.
  - (vii) WINDSTORM OR HAIL: There shall in no event be any liability hereunder for loss or damage:
    1. to the interior of the "Building"(s) insured or their "Contents" unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
    2. directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, tsunamis, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide;
    3. to the outer metal cover of any mobile home caused by hail, whether wind driven or not, unless such cover is punctured thereby.
- p **"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.
- q **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at the location(s) described on the "Declarations Page" and in or on vehicles within 100 metres (324 feet) of such locations.
- s **"Property"** or **"Property of Every Description"** means "Building", "Equipment", and "Stock" as defined herein.
- v **"Replacement"** or **"Replacement Cost"** means:

1. the cost of replacing, repairing, constructing or re-constructing (whichever is the least) the "Property" on the same site with new "Property" of like kind and quality and for like occupancy without deduction for depreciation; and
  2. "Replacement" includes repair, construction or re-construction with new "Property" of like kind and quality.
- w **"Robbery"** means:
- (i) the felonious and forcible taking of "Property":
    1. by violence inflicted upon the custodian;
    2. by putting the custodian in fear of violence; or
    3. by any other overt act committed in the presence of the custodian and of which he was cognizant provided such act is not committed by an officer or employee of the Insured.
  - (ii) the felonious taking of "Property" from the custodian who, while having custody of the "Property" insured under this policy, has been killed or physically disabled by injuries inflicted maliciously or sustained accidentally.
- x **"Services"** means electricity, water, gas or steam.
- z **"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".
- aa **"Stock"** means:
- (i) merchandise of every description usual to the Insured's business;
  - (ii) packing, wrapping and advertising materials; and
  - (iii) similar "Property" belonging to others which the Insured is under obligation to keep insured or for which he is legally liable.
- bb **"Surface Water"** means water or natural precipitation temporarily diffused over the surface of the ground.
- cc **"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 and/or fear in the public or a sector of the public.
- dd **"Theft"** means the wrongful abstraction of "Property".
- ee **"Vacant"** means the occupant(s) has (have) moved out with no intent to return regardless of the presence of furnishings, "Stock" or "Equipment". A newly constructed "Building" is considered "Vacant" after it is completed and before the occupant(s) move(s) in. Furthermore, the "Building" is also vacant when the occupant(s) move(s) out and before any new occupant(s) move in, or if the business is unoccupied or shut down for more than 30 consecutive days.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM ALL TERMS, CONDITIONS AND PROVISIONS OF THE POLICY TO WHICH THIS RIDER IS ATTACHED SHALL HAVE FULL FORCE AND EFFECT.