

**Form #EX801 (Rev. October 9, 2012)**  
**Coverage Extensions - Property**

**THIS FORM ONLY APPLIES IF INDICATED "COVERED" AND LIMITS SHOWN ON THE DECLARATIONS PAGE(S).**

**THIS FORM IS ATTACHED TO AND MUST BE READ TOGETHER WITH THE COMMERCIAL BUILDING, EQUIPMENT & STOCK BROAD FORM POLICY.**

**1. FIRE DEPARTMENT SERVICE CHARGES**

This Form is extended to cover, up to the amount shown in the Declarations for any one occurrence, the liability you assume by contract or agreement prior to loss or damage, or where required by local ordinance, for fire department charges incurred when the fire department is called upon to save or protect covered property from fire or another peril insured in this Form.

**2. FIRE EXTINGUISHING EQUIPMENT RECHARGE**

This Form is extended to cover, up to the amount shown in the Declarations for any one occurrence, the cost to recharge or refill any fire protective equipment at the insured premises, when discharged to prevent or control a loss, accidentally, or as a result of malfunction of the equipment.

**3. PROFESSIONAL FEES**

This Form is extended to cover, up to the amount shown in the Declarations in any one occurrence, the reasonable and necessary fees payable to your Auditors, Accountants, Lawyers, Architects, Engineers or other consultants (excluding Public Adjusters), for producing details, proofs, information or evidence as may be required by you for the purpose of investigating or verifying the amount of a claim under this Form. We will not pay for expenses to prepare claims not covered by this Form.

**4. EXHIBITION FLOATER**

This Form is extended to insure loss or damage to stock and equipment temporarily on exhibition at locations not owned by the insured and including while in transit to and from such locations, including loading and unloading of exhibits up to the limit shown on the Declarations page.

**5. TEMPORARY LOCATIONS**

This extension covers Equipment and Stock, subject to all the terms and conditions of this policy, at any temporary location that is owned, rented or controlled by you in whole or in part by you. This limit of insurance attaches at the time of acquisition and extends for period of One Hundred Twenty (120) Days.

This extension also provides coverage for a pre-sell location of the insured as long as the Declarations provide for property coverage at the location described in the Declarations.

**6. NEWLY ACQUIRED BUILDINGS**

Newly acquired buildings are covered for an amount not to exceed the amount shown on the Declarations Page for Newly Acquired Buildings coverage. Coverage is automatic on condition that notification of such acquisition shall be filed with the Insurer within 30 days of such acquisition and any additional premium required by the Insurer shall be effected from the date of the acquisition. This limit is in addition to the limit of Insurance applicable to Buildings.

**7. FINE ARTS**

This Form is extended to include coverage for Fine Arts, up to the amount of Insurance shown in the Declarations for any loss or series of losses arising out of a single occurrence. The maximum amount that we will pay for loss or damage to a single item insured hereunder will be as specified in the Declarations.

For the purposes of this Form, fine Arts means property such as paintings, etching, drawings, rare books, rugs, tapestries, art glass, stained glass, murals, decoratively painted walls and other bona fide works of art or other article of rarity, historical value or artistic mural. Coverage is not provided for Fine Arts while on display at a fair or exhibition.

This Extension of Coverage is subject to the following additional exclusions:

- (a) Breakage of fragile articles, unless caused directly by Named Perils, or by theft or by attempted theft.
- (b) Loss of or damage to property resulting directly or indirectly from any repairing, restoration or retouching process.
- (c) Voluntary parting with the property by you or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretence.
- (d) No fine art with the value of \$5,000 per single item will be insured unless located within the premise described on the declaration page and protected by a operational and active monitored alarm system.
- (e) No fine art with the value of \$5,000 per single item will be insured unless a fully itemized scheduled description of items are provided to the Insured twenty-four (24) hours prior to notice of any loss.

Newly Acquired Property: If you acquire Fine Arts property during the policy period, this Extension of Coverage will automatically cover that property for up to one hundred eighty (180) days, but not beyond the expiration of this Policy. The maximum amount we will pay in any one occurrence under this provision will be the lesser of 25% of the total limit for Fine Arts shown in the Declarations or the amount shown on the Declarations page. You must notify us within one hundred eighty(180) days of the acquisition of the property. We will charge additional premium from the date of acquisition.

**8. GROWING TREES AND PLANTS IN THE OPEN**

This Form is extended to cover loss of or damage to Growing Trees and Plants in the Open, other than for Business Contents held for sale, caused directly by perils Insured in this Form. This Extension of Coverage is limited to the amount shown in the Declarations for each tree or plant, including debris removal expenses, and is subject to the aggregate occurrence limit as specified in the Declarations.

**9. INFLATION PROTECTION**

Coverage is extended to include an automatic percentage increase to the amount of insurance for Buildings ( and Tenant's Improvements), as specified in the Declarations. This percentage increase applies proportionally throughout the policy period. The actual amount of increased limit available on the day loss of or damage to an insured Building (or Business contents, in the case of Tenant's Improvements) occurs will be calculated as follows:

- (a) The last limit fixed for the property in this Policy, at Inception, at anniversary or as subsequently endorsed, multiplied by
- (b) The Inflation Protection percentage shown in the Declarations: multiply by
- (c) The number of days since the limit was last fixed; divided by

(d) Three hundred sixty-five (365).

#### 10. LEASEHOLD INTEREST

This Form is extended to include coverage for the actual loss sustained by you arising out of an increase in your rent, where such an increase:

- (a) arises from the termination of your lease by your landlord, in accordance with the terms of your lease; and
- (b) the termination of your lease is caused by loss of or damage to the premises specified in the Declarations from a peril insured in this Form; and
- (c) you enter into a new lease of premises of like kind and area for the purpose of continuing your operations.

The actual loss sustained applicable to this Extension of Coverage is limited to the increase in rents over a period not exceeding the balance of the original lease term or twelve (12) months from the date the lease was terminated, whichever first occurs. The maximum amount that we will pay in any one calendar month or part thereof will be one-twelfth (1/12<sup>th</sup>) of the amount of insurance specified in the Declarations.

This Extension of Coverage does not apply to any loss resulting from you exercising an option to terminate the lease. Likewise, coverage does not apply to loss arising from the termination of a lease renewal option, unless the renewal offer had been accepted in writing by the landlord prior to the loss having occurred.

#### 11. MASTER KEY REPLACEMENT

This Form is extended to cover, up to the amount shown in the Declarations, the cost of repairing, replacing or reprogramming keys, locks and cards at the insured premises, as a result of a peril insured by this Form (including theft or attempted theft).

#### 12. PERSONAL PROPERTY OF OFFICERS, EMPLOYEES AND MEMBERS

This Form is extended to insure Personal Property of Officers, Employees and Members in your care, custody or control, at the Insured's option, while in, on or without three hundred fifty (350) metres of the premises shown in the Declarations. The maximum loss payable will be the amount per person, subject to the maximum limit per occurrence, as shown in the Declarations. This Extension of Coverage shall be excess over any other valid and collectible insurance available to the owner of the property.

#### 13. SPOILAGE

This Form is extended to cover, up to the amount specified in the Declarations, spoilage or perishable Business Contents caused directly by change of temperature or humidity resulting from a peril insured in this Form causing loss of or damage to equipment used for refrigerating, cooling, humidifying, dehumidifying, air conditioning, heating or converting power, including their connection and supply transmission lines and pipes. This Extension of Coverage will only apply to losses that occur on premises specified in the Declarations.

#### 14. TENANT LEASE PROTECTION

This Form is extended to include coverage for reimbursement of losses incurred by tenants forced to vacate the insured premises specified in the Declarations as a result of loss or damage from a peril insured in this Form. The losses to be reimbursed under this Extension of Coverage are as follows:

- (a) Bonus Payments: Payments originally made to acquire your lease, but not including rent, prepaid rent or security deposits; and
- (b) Prepaid Rent: Advance rent you paid that will not be refunded to you, other than through periodic rental payments.

#### 15. COMPUTER EQUIPMENT BREAKDOWN AND MEDIA

This coverage applies only to "computer equipment" including component parts thereof owned by the Insured or leased or under the control of the Insured and "computer media".

(1) Computer Equipment Breakdown – Coverage is extended to include loss caused directly or indirectly by:

- (a) mechanical failure, faulty construction or error in design;
- (b) short circuit, blow-out or other electrical disturbance, other than lightning within the electrical apparatus; or
- (c) "computer media" failure or breakdown or malfunction of "computer equipment" including component parts when said "computer media" is being run through the equipment.

Each claim for loss or damage under the Computer Equipment Breakdown Extension shall be adjusted separately and the deductible amount specified on the Declarations Page(s) shall be deducted from the amount of each such adjusted claim.

**Additional Exclusion:** This extension does not insure against loss or damage caused directly or indirectly by any change or interruption to electric power supply, if the change originates more than 30.5 metres (100 feet) away from the premises insured containing the property insured, except by lightning.

#### Temporary Locations & Transit

Coverage is extended to include "computer equipment" and "computer media" while in transit or in temporary locations anywhere in Canada or the Continental United States of America.

A Lock Vehicle Warranty applies. Warranted by you and any carrier of the insured property, that any vehicle which will transport the Business Contents covered under this Form is equipped with a fully enclosed body or compartment. In the event of a loss by theft from an unattended vehicle, we will be liable only as a direct result of forcible entry to or exit from such body or compartment (of which there must be visible evidence), the doors and windows shall have been securely locked. Failure to comply with this warranty shall, at our option, result in denial of coverage under the Extension for the amount of loss from that particular shipment.

**EXCEPT AS OTHERWISE PROVIDED IN THIS FORM, ALL TERMS, PROVISIONS AND CONDITIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.**