

Form #PMEXC001 (Rev. January 3, 2013)  
Additional Exclusions

**TERRORISM EXCLUSION**

APPLICABLE TO ALL PROPERTY AND BUSINESS INTERRUPTION COVERAGES OF THIS POLICY

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy does not insure loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

Where any portion of this exclusion is found to be invalid, unenforceable or contrary to law, statute or regulation, the remainder shall remain in full force and effect.

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

All other terms and conditions of the policy remain unchanged.

**FUNGI AND FUNGAL DERIVATIVES EXCLUSION**

APPLICABLE TO ALL PROPERTY AND BUSINESS INTERRUPTION COVERAGES OF THIS POLICY

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy does not insure

- (a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores" unless such "fungi" or "spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;
- (b) the cost or expense for any testing, monitoring, evaluating or assessing of "fungi", or "spores".

**DEFINITIONS:**

- (a) "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 "Spore(s)" or resultant mycotoxins, allergens, or pathogens.
- (b) "Spore(s)" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

Except as otherwise provided in this exclusion all terms, provisions and conditions of the Policy shall have full force and effect.

**DATA EXCLUSION**

APPLICABLE TO ALL PROPERTY AND BUSINESS INTERRUPTION COVERAGES OF THIS POLICY

This exclusion modifies the coverage provided in those coverage forms shown on the "Declaration Page" under the Property heading:

**SECTION A** – Applicable to all Property coverage forms or extensions of coverage other than those indicated in Section B:

- 1. This Policy does not insure "Data".
- 2. This Policy does not insure loss or damage caused directly or indirectly by "Data Problem", regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage, and any business interruption or extra expense loss resulting from such loss or damage, except as follows:
  - a. If loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by:
    - (i) "Named Perils" as defined in this endorsement; or
    - (ii) the following perils only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) flood;
      - (c) freeze.    this exclusion 2 shall not apply to such resulting loss or damage.
  - b. If "Data Problem" is the direct result of
    - (i) "Named Perils" as defined in this endorsement; or
    - (ii) the following perils, only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) earthquake;
      - (c) flood;
      - (d) sewer back-up    at the "premises" of the Insured, this exclusion 2 shall not apply to resulting business interruption or extra expense loss, if insured under this policy.

**SECTION B** – Applicable to Electronic Data Processing, Accounts Receivable, Valuable Papers and Records and Computer Package coverage forms or extensions of coverage:

- 1. This Policy does not insure loss or damage caused directly or indirectly by "Data Problem" regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage, and any business interruption or extra expense loss resulting from such loss or damage, except as follows:
  - a. If loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by:
    - (i) "Named Perils" as defined in this endorsement; or
    - (ii) the following perils only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) flood;
      - (c) freeze    at the "premises" of the Insured, this exclusion shall not apply to such resulting loss or damage.
  - b. If "Data Problem" is the direct result of
    - (i) "Named Perils" as defined in this endorsement; or
    - (ii) the following perils only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) earthquake;

- (c) flood;
  - (d) sewer back-up
- at the "premises" of the Insured, this exclusion shall not apply.

**DEFINITIONS:**

**Data** means representations of information or concepts, in any form.

**Data Problem** means:

- 1) erasure, disturbance, destruction, corruption, misappropriation, misinterpretation of "Data";
- 2) error in creating, amending, entering, deleting or using "Data"; or
- 3) inability to receive, transmit or use "Data".

**Named Perils** means:

**A. FIRE OR LIGHTNING**

**B. EXPLOSION:** Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:

- (i) (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 their parts 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 from them;
- (d) smelt dissolving tanks;
- (ii) other vessels and apparatus and connected pipes, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
- (iv) any vessels and apparatus and connected pipes while undergoing pressure tests, but this exclusion shall not apply to other insured property that has been damaged by such explosion;
- (v) 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.

**C. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE:**

The terms Aircraft and Spacecraft include articles dropped from them.

There shall in no event be any liability for cumulative damage or for loss or damage:

- (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
- (ii) to aircraft, spacecraft or land vehicles causing the loss;
- (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of a "building".

**D. 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 for any cumulative damage.

**E. LEAKAGE FROM "FIRE PROTECTIVE EQUIPMENT":** The term Leakage From "Fire Protective Equipment" means:

- (i) the leakage or discharge of water or other substances from;
  - (ii) the collapse of;
  - (iii) the rupture due to freezing of;
- "fire protective equipment" for the "premises" or for adjoining structures.

**F. WINDSTORM OR HAIL:** There shall in no event be any liability for loss or damage:

- (i) to the interior of the "building" or to "contents of every description" unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
- (ii) 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.

All other terms and conditions of this policy remain unchanged.