Form #S42004.1 - Rent or Rental Value Form
(Rev. June 2014)

FOR USE WITH EQUIPMENT BREAKDOWN INSURANCE

1.   INSURING AGREEMENT
This Form insures, up to the amount in the Declarations, the rent and rental value of the building(s) and additions and extensions communicating and in contact therewith located and occupied as described in the Declarations.

2.   CO-INSURANCE
The Insured shall maintain insurance concurrent in form with this insurance to the extent of at least the percentage stated in the Declarations of the annual Gross Rent and Rental Value herein defined of the described building(s) and that failing to do so, the Insured 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.

3.   MEASURE OF RECOVERY
The measure of recovery in the event of loss hereunder shall be the reduction in "gross rent and rental value" directly resulting from the described buildings being untenantable solely and directly due to destruction or damage by the perils insured against to the described building(s), when such destruction or damage is covered elsewhere in this policy, less charges and expenses which do not necessarily continue during the period the building(s) is so untenantable, for not exceeding such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the building(s) described as has been destroyed or damaged, commencing with the date of such destruction or damage and limited to a period of twelve (12) consecutive calendar months from the date of such destruction or damage, but not exceeding the actual loss sustained by the Insured resulting from the building(s) being untenantable.

4.   GROSS RENT AND RENTAL VALUE
For the purpose of this insurance Gross Rent and Rental Value is defined as the sum of:
(a)   the actual total annual gross rent or rental value of the occupied portion(s) of the building(s);
(b)   the estimated annual rental value of the unoccupied portion(s) of the building(s); and
(c)   A fair rental value of the portion, if any, of the building(s) occupied by the Insured.

5.   INTERRUPTION BY CIVIL AUTHORITY
This Form is extended to include the actual loss as insured hereunder during the period of time, not exceeding two weeks, while access to the described premises is prohibited by order of civil authority, but only when such order is given as a direct result of damage to neighbouring premises by a peril insured against.

6.   LOSS CLAUSE
Any loss hereunder shall not reduce the amount of insurance applicable to this Form.

7.   ADDITIONAL EXCLUSIONS
The Insurer shall not be liable for:
(a)   any increase of loss directly or indirectly, proximately or remotely, resulting from, or contributed to by, the operation of any by-law, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures unless the liability is otherwise specifically assumed by endorsement hereon;
(b)   any increase of loss due to interference at the described premises by strikers or other persons, with rebuilding, repairing or replacing the property, or with the resumption or continuation of business;
(c)   loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect the Insured's rent and rental value after the period following any loss during which indemnity is payable.

8.   WAIVER OF TERM OR CONDITION
No term or condition of this policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this policy.

9.   Other concurrent insurance permitted without notice.