

## FORM #100 - STANDARD SCHEDULE OF ENDORSEMENTS (Rev. Sep 13, 2004)

The following endorsements and clauses apply to the attached policy:

- Data Exclusion Endorsement
- Abuse and Harassment Exclusion
- Fungi and Fungal Derivatives Exclusion #1
- Fungi and Fungal Derivatives Exclusion #2
- Illegal Substance Endorsement
- War and Terrorism Exclusion Endorsement (NMA2918)
- MAP Mold Exclusion
- WEH Asbestos Endorsement (1994)
- Asbestos Exclusion
- Seepage and/or Pollution and/or Contamination Exclusion Clause NMA2340
- Biological, Chemical or Nuclear Terrorism Exclusion Endorsement

(NOTE: one or more of these endorsements may not apply (where liability coverage has not been extended))  
Each is contained in this document, as follows:

### **"DATA" EXCLUSION ENDORSEMENT**

#### **Section A**

Attached to and forming part of the Property and Miscellaneous Coverages with the exception of Accounts Receivable and Valuable Papers Coverages.

- (i) This policy does not insure "Data"
- (ii) This policy does not insure loss or damage caused directly or indirectly by "Data problem". However, 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 fire, "explosion", "smoke", "leakage from fire protective equipment", water damage caused by bursting of frozen pipes and tanks, and provided that such perils are insured under this policy, this exclusion shall not apply to such resulting loss or damage.

Definitions applicable to Section A of this endorsement:

"Data" means representations of information or concepts in any form.

"Data Problem" means:

- (i) erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
- (ii) error in creating, amending, entering, deleting or using "Data"; or
- (iii) inability to receive, transmit or use "Data"

"Explosion" means:

Explosion except with respect to explosion of natural, coal or manufacture 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:

- (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 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;
- (ii) 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 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 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;
- (v) gas turbines.

The following are not explosions with in the intent or meaning of this section;

- (i) electric arcing or any coincident rupture of electrical equipment due to such arcing;
- (ii) bursting or rupture caused by hydrostatic pressure or freezing;
- (iii) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

"Smoke" means smoke due to a sudden, unusual or faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.

"Leakage from fire protective equipment" means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the declaration page(s) or for adjoining "premises" and loss or damage caused by the fall or breakage or freezing of such equipment.

#### **Section B**

Attached to and forming part of Accounts Receivable and Valuable Papers if included under this policy.

This form does not insure loss or damage caused directly or indirectly by "Data Problem". This exclusion does not apply:

- (i) to any resulting loss or damage if "Data problem" results in direct physical loss or damage to property at the "premises" caused by fire, "explosion", "smoke", "leakage from fire protective equipment", water damage caused by bursting of frozen pipes and tanks, provided that such perils are insured under this policy; or

- (ii) if "Data problem" is the direct result of fire, lightning, "explosion", "smoke", "leakage from fire protective equipment", "impact by aircraft, spacecraft or land vehicle", "windstorm or hail", earthquake, tsunami, flood, water damage caused by bursting of frozen pipes and tanks, at the "premises", provided that such perils are insured under this policy.

Definitions applicable to Section B of this endorsement:

"Data" means representations of information or concepts in electronic form.

"Data Problem" means:

- (i) erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
- (ii) error in creating, amending, entering, deleting or using "Data"; or
- (iii) inability to receive, transmit or use "Data"

"Explosion" means:

Explosion except with respect to explosion of natural, coal or manufacture 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:

- (vi) (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;
- (vii) 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 square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- (viii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
- (ix) 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;
- (x) gas turbines.

The following are not explosions with in the intent or meaning of this section;

- (iv) electric arcing or any coincident rupture of electrical equipment due to such arcing;
- (v) bursting or rupture caused by hydrostatic pressure or freezing;
- (vi) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

"Smoke" means smoke due to a sudden, unusual or faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.

"Leakage from fire protective equipment" means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the declaration page(s) or for adjoining "premises" and loss or damage caused by the fall or breakage or freezing of such equipment.

"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:

- (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 "buildings".

"Windstorm or hail": There shall in no event be any liability hereunder for loss or damage:

- (i) to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail.

## Section C

Attached to and forming part of any liability form/rider/endorsement, for which coverage is included on the declaration page, the following exclusions are added:

1. With respect to Bodily Injury and Property Damage Liability this insurance does not apply to:
  - Erasure, destruction, corruption, misappropriation, misinterpretation of "data" or
  - Erroneously creating, amending, entering, deleting or using "data", and any loss of use arising therefrom.
2. With respect to Personal Injury and Advertising Injury Liability – if coverage is provided under this form: this insurance does not apply to:
  - Distribution or display of "data", by means of an Internet Website, the Internet, and intranet, extranet, or similar device or system designed or intended for electronic communication of "data".
3. With respect to Tenant's Legal Liability this insurance does not apply to:
  - Erasure, destruction, corruption, misappropriation, misinterpretation of "data"; or
  - Erroneously creating, amending, entering, deleting or using "data", and any loss of use arising therefrom.

The following Definition is added:

"Data" means representations of information or concepts in any form.

## **ABUSE AND HARASSMENT EXCLUSION**

This Endorsement changes the Policy. Please read it carefully.

Attached to and forming part of the Owner's, Landlord's & Tenant's Liability Form – as stated on the "Declaration page(s):

This insurance does not apply to, nor shall the Insurer have any duty to defend, any claims or "actions" made against any Insured directly or indirectly arising out of, or on account of, resulting from, or relating to any actual or threatened "abuse".

"Abuse" means, but is not limited to, sexual, physical, mental, psychological or emotional abuse or molestation, sexual harassment, sexual assault, assault or battery.

## **FUNGI AND FUNGAL DERIVATIVES EXCLUSION #1**

### **(Commercial Property)**

Attached to and forming part of the Property and Miscellaneous Coverages as stated on the "Declaration page(s)".

This endorsement changes the policy. Please read it carefully.

This form shall 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 not limited to, any form or type of mould, yeast, mushroom, mildew, bacteria or wet or dry rot, 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.
- (b) "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".

## **FUNGI AND FUNGAL DERIVATIVES EXCLUSION #1**

Attached to and forming part of the Owners', Landlords' & Tenants' Liability Coverage Rider

This Endorsement Changes the Policy. Please Read it Carefully.

The following Exclusion is added to this Rider:

This insurance does not apply to:

- (1) Bodily injury or property damage or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any fungi or spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of fungi or spores;
- (2) Any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, fungi or spores; or
- (3) Any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage expenses or costs. This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by the Insured.

### **Additional Definitions**

The following definitions are added to this Rider:

Fungi includes, but not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria 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.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

## **ILLEGAL SUBSTANCE ENDORSEMENT**

Damage caused due to cultivating, harvesting, processing, manufacturing or distributing illegal substances is not covered by your property policy. Cultivating illegal substances, as identified in the Schedule of the Controlled Drugs and Substances Act Narcotic Control Regulations, is an illegal and destructive activity.

## **WAR AND TERRORISM EXCLUSION ENDORSEMENT – NMA2918**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance, excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

**If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.**

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **MAP MOLD EXCLUSION**

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is

- (i) any physical loss or damage to insured property;
- (ii) any insured peril or cause, whether or not contributing concurrently or in sequence;
- (iii) any loss of use, occupancy, or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

**This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.**

## **WEH ASBESTOS ENDORSEMENT (1994)**

A. This policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the policy period by one of these Listed Perils.

Fire; Explosion; Lightning; Windstorm; Hail; Direct impact of vehicle, aircraft or vessel; Riot or civil commotion; Vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to all limitations in the policy to which this endorsement is attached and, in addition, to each of the following specific limitations:

1. The said building or structure must be insured under this policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage to the asbestos.
3. The Assured must report to the Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However this policy does not insure any such damage first reported to Underwriters more than 12 (twelve) months after the expiration, or termination, of the policy period.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
  - (i) any faults in the design, manufacture or installation of the asbestos.
  - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this policy does not insure asbestos or any sum relating thereto.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNALTERED.

## **ASBESTOS EXCLUSION**

Attached to and forming part of the Owner's, Landlord's & Tenant's Liability form – as stated on the "Declaration page(s)":

This insurance does not apply to "bodily injury" or "property damage" arising out of or in any way relating to any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quality. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

## **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION CLAUSE NMA2340**

**U.S.A. & Canada, Land Water and Air Exclusion** Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure and (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

## **Debris Removal Endorsement**

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

- 1) In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as 'Damage or Destruction'), this Policy also insures, within the sum insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses:
  - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
  - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
- 2) In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
  - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of CAD 25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
  - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
    - (i) the amount of the Damage or Destruction; and
    - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

## **BIOLOGICAL, CHEMICAL OR NUCLEAR TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The use of biological, chemical and/or nuclear weapons or force or contamination and/or the threat thereof. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

**ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNALTERED.**