

It is hereby agreed and understood that the following coverages are added to the policy. Each extension of coverage is subject to the exclusions, provisions and conditions of the policy, except the Coinsurance Clause, unless otherwise stated. The limits of Liability specified herein are to apply as additional amount of insurance.

The amount recoverable under any of the following additional coverages will apply only as excess insurance over any coverage in any other part or endorsement of this policy.

COVERAGE A – ELECTRONIC DATA PROCESSING SYSTEMS :

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 8

1. INDEMNITY AGREEMENT

In the event that any of the property insured be lost or damaged by the perils insured against the Insurer will Indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:

- (a) the actual cash value of the property at the time of loss or damage or;
- (b) replacement cost basis of settlement as provided for elsewhere in this policy but only if insured "Contents" or "Equipment" are insured for replacement cost also;
- (c) the Interest of the Insured In the property;

In any event the amount of insurance provided herein shall not exceed \$25,000 in respect of the property lost or damage.

2. PROPERTY INSURED

This Form insures the following property:

- A. "EDP Equipment and Media"
- B. Property at Temporary Locations: Loss or damage to "EDP Equipment and Media" at temporary locations for a period of no more than 30 days, except while in transit, and caused by or resulting from an insured peril. There shall be no liability under this item at any location owned, rented or controlled in whole or In part by the Insured.
- C. Property at Newly Acquired Locations: Loss or damage to "EDP Equipment and Media" at any acquired location that is owned, rented or controlled by the Insured in whole or in part or in or on vehicles within 100 metres of such location and caused by or resulting from an insured peril. This limit of insurance 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 whichever first occurs;
- D. Property in Transit: Loss or damage to "EDP Equipment and Media" in the due course of transit caused by or resulting from an insured peril;

The insurance in this Clause 2.B, 2C and 2D. applies only while the described property Is within Canada and the continental United States of America (excluding Alaska).

3. PERILS INSURED

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

4. PROPERTY EXCLUDED

This Form does not Insure:

- a) accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents, except as they may be converted to data processing media form, and then only In that form, or any data processing media which cannot be replaced with other of like kind and quality;
- b) property rented or leased to others while away from the premises of the Insured,

5. PERILS EXCLUDED

This Form does not Insure against loss, damage or expense caused directly or indirectly by:

- a) inherent vice, wear, tear, gradual deterioration or depreciation;
- b) any dishonest, fraudulent or criminal act by the Insured, a partner therein, or an officer, director, or trustee thereof, whether acting alone or in collusion with others;
- c) delay or loss of market;
- d) accidental erasure of electronic recordings due to operator error;

- e) Interruption of power supply, power surge, black-out or brown-out which originates more than 305 metres (1000 feet) away from the Insured's location as shown on the "Declarations Page";
- f) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- g) any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material; earthquake, except for ensuing loss or damage which results from fire, explosion, smoke or leakage from fire protective equipment;
- h) earthquake, except for ensuing loss or damage which results from fire, explosion, smoke or leakage from fire protective equipment;
- i) flood, including waves, tides, tidal waves and the rising of, the breaking out or the overflow of any body of water, whether natural or man-made, but this Exclusion does not apply to ensuing loss or damage which results from fire, explosion, smoke or leakage from fire protective equipment or from a water-main;

Exclusions h) and i) do not apply to property in transit

- j) any local or provincial ordinance or law regulating construction or repair of buildings;
- k) the suspension, lapse or cancellation of any lease, license, contract or order;
- l) interference at premises by strikers or other persons with repairing or replacing the properly damaged or destroyed or with the resumption or continuation of the Insured's occupancy;
- m) error in machine programming or instructions to machine;
- n) gathering or assembling information or data and the reproduction cost of processing media.

6. SPECIAL CONDITIONS

DIFFERENCE IN CONDITIONS - LEASED PROPERTY - It is a condition of this insurance that the Insured shall file with the Insurer, a copy of any lease or rental agreement pertaining to the property Insured hereunder insofar as concerns the lessor's liability for loss or damage to said property, and coverage afforded hereunder shall be only for the difference in conditions between those contained in said lease or rental agreement and the terms of this Form. The Insured agrees to give the Insurer thirty (30) days notice of any alteration, cancellation or termination of the above mentioned lease or rental agreement pertaining to the lessor's liability.

7. DEFINITIONS

Whenever used in this Form:

- (a) "Declarations Page" means the Declarations Page applicable to this form,
- (b) "EDP Equipment and Media" means electronic data processing equipment and component parts whether owned, leased, rented or under the control of the Insured and active data processing media,

This coverage is subject to a \$1,000. deductible per occurrence and a maximum indemnity limit of \$ 25,000 per occurrence.

COVERAGE B - FINE ARTS FLOATER

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 6

INDEMNITY AGREEMENT

In the event that any of the property insured, fine arts, be lost or damaged by the perils insured against, the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding \$ 25,000. any one occurrence.

PERILS INSURED

This form, except as herein provided, insures against all risk of direct physical loss of or damage to the property insured.

EXCLUSIONS

This form does not insure loss or damage directly or indirectly :

- 1) caused by deterioration, vermin or insects;
- 2) to any property while undergoing any process or while actually being worked upon and where any loss or damage is due thereto;
- 3) caused by criminal or willful act or omission of the Insured or of any person whose property is insured hereby;
- 4) caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military power;

- 5) caused by dampness or dryness of atmosphere, changes in temperature, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, contamination, pollution, change in colour, change in texture, change in finish, rust, corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by fire, lightning, collision, explosion, cyclone, tornado, windstorm, strikes, riots, civil commotion, vandalism, malicious acts, rupture of pipes, theft or attempt thereat.

NOR DOES THIS FORM INSURE

- 6) wear and tear, or inherent vice;
- 7) breakage of glassware, statuary, marbles, bric-a-brac, porcelains, and other fragile articles unless caused by fire, lightning, collision, explosion, cyclone, tornado, windstorm, strikes, riots, civil commotion, vandalism, malicious acts, rupture of pipes, theft or attempt thereat.
- 8) property illegally acquired, kept, stored or property seized or confiscated for breach of any law, or by any order of any public authority.

SPECIAL CONDITIONS - Warranties and Clauses – this coverage is subject to the warranties and clauses of the policy.

DEFINITIONS

Wherever used in this Form:

Fine Arts “ means paintings, etchings, pictures, tapestries, and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass (other than any glass forming part of the exterior windows), and bric-a-brac) of rarity, historical or artistic merit.

This coverage is subject to a \$1,000. deductible per occurrence and a maximum indemnity limit of \$ 25,000 per occurrence.

COVERAGE C - CONSEQUENTIAL LOSS COVERAGE

This extension modifies coverage provided by forms; Insurance is extended to include loss, destruction or damage to stock, due to change in temperature resulting from damage, caused by perils insured against, to the refrigerating or cooling apparatus, connections or supply pipes and apparatus furnishing power therefor and situated on the premises described.

The foregoing extension is subject otherwise to all the terms and conditions of the policy (as now existing or hereafter changed) and without increasing the amount Insured.

It is further understood and agreed that, If there shall be other fire insurance on the said property, the Insurer shall only be liable by virtue of this extension of liability for not exceeding such proportion of such Consequential Loss as the amount of this policy bears to the total fire insurance on the property, whether such other fire Insurance does or does not cover Consequential Loss, and whether or not such other fire insurance be valid or collectible.

No liability is assumed hereunder for any loss specifically excluded under the Riot, Vandalism or Malicious Acts provisions of this Policy.

The insurer is liable for the amount by which the loss exceeds the amount of the deductible, if any, specified on the Declarations Page applicable to this extension as Deductible in any one occurrence.

This coverage is subject to a \$1,000. deductible per occurrence and a maximum indemnity limit of \$15,000 per occurrence.

COVERAGE D - FEES TO SUBSTANTIATE LOSS

DESCRIPTION OF COVERAGE – This form insures Fees to Substantiate Loss, being reasonable fees, not to exceed the Limit stated on the Declaration Page applicable to this Form, charged by independent consultants retained by the insured for the purpose of producing and/or certifying particulars and details required by the Insurer in connection with an insured loss.

“Independent Consultants“ means, auditors, accountants, architects, engineers or other professionals, excepting the Insured the Insured’s own employees,

The coverage provided applies only to fees incurred in establishing the quantum of a loss, liability for which is otherwise accepted by the Insurer.

This coverage is subject to a \$1,000. deductible per occurrence and a maximum indemnity limit of \$25,000 per occurrence.

COVERAGE E – BUILDING GLASS

1. **INSURING AGREEMENT** - This Form insures glass, lettering, ornamentation, and alarm foil described in the Declarations Page applicable to this Form under the heading Description of glass Insured and extends to pay for:
 - a) repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage
 - b) installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass
 - c) removing or replacing any obstruction, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.The Limit for damage shall not exceed the actual cash value of the property at the time of loss, nor what it would then cost to repair or replace the damaged property with other of the nearest obtainable kind and quality.
If Blanket coverage applies is indicated in the declaration of this Form all glass is insured on a blanket basis.
2. **PERILS INSURED** -. The insurance provided by this Form is against damage, except by fire, occurring during the Period of Coverage by breakage of the glass or by chemicals accidentally or maliciously applied.
3. **EXCLUSIONS** - This Form does not insure
 - a) loss or damage caused by civil commotion, war, invasion, act of foreign enemy, hostilities (or not), civil war, rebellion revolution. insurrection or military power
 - b) loss or damage Caused by contamination by radioactive material.
4. **BASIS OF SETTLEMENT** - The Insurer may pay for the loss In money or may repair or replace the property and any property so paid for or replaced shall become the property of the Insurer.

This coverage is subject to a \$1,000. deductible per occurrence and a maximum indemnity limit of \$10,000 per occurrence.

COVERAGE F - SIGN FLOATER

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE B

1. **INDEMNITY AGREEMENT**
In the event that any of the property insured be lost or damaged by the perils insured against, the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:
 - (a) the actual cash value of the property at the time of loss or damage:
 - (b) the interest of the Insured in the property:
2. **PROPERTY INSURED**
This Form insures neon or automatic or mechanical signs owned by the Insured or the property of others in the custody or control of the Insured,
3. **PERILS INSURED**
This Form, except as herein provided, insures against all risks of direct physical loss of or damage to the property insured.
4. **EXCLUSIONS**
This Form does not insure against loss or damage caused directly or indirectly by:
 - (a) mechanical breakdown, wear and tear, gradual deterioration, moths, vermin, inherent vice, or damage sustained due to any process or while actually being worked upon and resulting from such work;
 - (b) breakage of glass or brittle or fragile articles or parts unless caused by a peril insured against;
 - (c) short circuit or other electrical disturbances of any kind, exclusive of lighting, within any electrically equipped article unless fire ensues, and then only for loss or damage caused directly by such ensuing fire;
 - (d) infidelity of persons to whom the property insured may be loaned, rented, or entrusted;
 - (e) faulty manufacture, or installation, or by the inherent character of the insured property;
 - (f) dampness of atmosphere and extremes of temperature;
 - (g) strikers, locked out workers, or persons taking part in labour disturbances, riots, or civil commotion.**NOR DOES THIS FORM INSURE**

- (h) loss or damage to materials or spare parts while contained in or on premises owned, leased, rented, or controlled by the Insured, or after installation, or after the interest of the Insured has ceased;
- (i) mysterious disappearance, or any shortage, disclosed on taking inventory.

SPECIAL CONDITIONS

- A **LOSS CLAUSE** - Loss under any item of this Form shall not reduce the amount of insurance.
- B **OTHER INSURANCE** – The Insurer shall not be liable for loss or damage, if, at the time of loss, there is other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.

This coverage is subject to a \$1,000. deductible per occurrence and a maximum indemnity limit of \$5,000 per occurrence.

COVERAGE G – SEWER BACK UP

This insurance is hereby extended to include loss or damage caused directly by the backing-up of sewers, sumps, septic tanks or drains.

This extension does not insure damage caused by continuous or repeated seepage or leakage; the escape, overflow, or backing-up of water from sewers due to rising or overflowing of streams or other bodies of water; or occurring while the building is under construction or is vacant, even though permission may have been given for construction or vacancy.

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against under this extension exceeds in any one occurrence the deductible amount, if any, specified on the Declarations Page applicable to this extension.

The Insurer is not liable for loss or damage caused by any of the perils insured against in any one occurrence in excess of the sub-limit, if any, specified on the Declarations Page applicable to this extension.

If Restricted to locations is indicated on the Declarations Page applicable to this extension, sewer back-up coverage is restricted to the locations so indicated.

This coverage is subject to a \$1,000. deductible per occurrence and a maximum indemnity limit of \$ 50,000 per occurrence.

COVERAGE H – MASTER KEY COVERAGE EXTENSION

This insurance covers loss caused by the necessary replacement of locks and keys and the necessary reasonable increased cost of security required to protect property until the replacement of locks and keys has been completed, following burglary or robbery of master keys from premises shown on the Declarations Page for the form to which this extension applies.

This coverage is subject to a \$1,000. deductible per occurrence and a maximum indemnity limit of \$10,000 per occurrence.

COVERAGE I – AUTOMATIC FIRE SUPPRESSION SYSTEM RECHARGE EXPENSES

This insurance covers automatic fire suppression system recharge expenses incurred by the Insured due to the leakage or discharge of the fire extinguishing / suppression system at the Insured's premises where such discharge or leakage is caused by or results from a peril insured.

This coverage is subject to a \$1,000 deductible each occurrence and maximum indemnity limit of \$10,000. each occurrence

COVERAGE J – ADDITIONAL EXTENSIONS:

This form also insures "equipment" and "stock" if an amount of insurance is stated in the Declaration Page but only for the amount of insurance is specified below

- (a) Limit \$ 10,000 Property at temporary locations: "Equipment" and "stock" other than at a specified location except while in transit, but there shall be no liability under this item at any location owned, rented or controlled in whole or in part by the Insured.

(b) \$ 10,000 Property in transit (other than by parcel post or courier): "Equipment" and "stock", in transit other than by parcel post or courier.

The insurance in this Clause applies only while the described property is within Canada and the continental United States of America (excluding Alaska).

DEDUCTIBLE CLAUSE

When an insured loss occurs to property insured under more than one coverage in this policy and which is subject to the application of more than one deductible then only one deductible (\$ 2,500) shall be applied against any claim for that insured loss.

All other terms, conditions, warranties, clauses of this Policy remain unchanged.

