

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

**1. INDEMNITY AGREEMENT**

This Form insures up to the amount stated on the "Declarations Page", against loss of rent and rental value caused by direct physical destruction or damage by perils insured against to the building(s) and its additions and extensions communicating and in contact therewith as described on the "Declarations Page".

**2. 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 being untenable solely and directly due to destruction or damage by the perils insured against to the building(s), less charges and expenses which do not necessarily continue during the period the building(s) is so untenable, 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) 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 untenable.

**3. CO-INSURANCE**

The Insured shall maintain insurance concurrent in form, range and wording with this insurance to the extent of at least the percentage amount, stated on the "Declarations Page" of the annual "Gross Rent and Rental Value" herein defined of the building(s) described on the "Declarations Page" 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.

**4. INTERRUPTION BY CIVIL AUTHORITY**

This Form is extended to include the actual loss as insured hereunder during the period of time, not exceeding two (2) consecutive 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

**5. SPECIAL 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 caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the premises interfering with the rebuilding, repairing or replacing the property damaged or destroyed or the resumption or continuation of business or free access to or control of the premises or due to the action of sympathetic strikers elsewhere;
- (c) loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect the Insured's rent or rental value after the period following any loss during which indemnity is payable.

**6. DEFINITIONS**

Wherever used in this Form:

- (a) "Declarations Page" means the Declarations Page applicable to this Form.
- (b) "Gross Rent and Rental Value" means the sum of:
  - (i) the actual total annual gross rent or rental value of the occupied portion(s) of the building(s);
  - (ii) the estimated annual rental of the unoccupied portion(s) of the building(s); and
  - (iii) a fair rental value of the portion, if any, of the building(s) occupied by the Insured.

All other terms and conditions of this Policy remain unchanged.