Summary of Changes

Wording:	Additional Agreements of The Insurer – Commercial Property Broad Form	
Prior Wording No.:	MI-C130-1223	
New Wording No.:	TMI-C130-0325	
Department:	Commercial	
Effective Date:	March 1 2025	

Section	Prior Version	New Version
	WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED ON THE COMMERCIAL PROPERTY BROAD FORM (TMI-C155).	WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED ON THE COMMERCIAL PROPERTY BROAD FORM (TMI-C155) UNLESS OTHERWISE DEFINED HEREIN.
	THE FOLLOWING ADDITIONAL AGREEMENTS, SUBJECT TO THE POLICY CONDITIONS, SHALL NOT INCREASE THE AMOUNT OF INSURANCE.	ADDITIONAL AGREEMENTS (1-7), SUBJECT TO THE POLICY CONDITIONS, SHALL NOT INCREASE THE AMOUNT OF INSURANCE.
Brands and Labels	In the case of loss or damage to insured property bearing a brand or trademark, the sale of which carries or implies the guarantee of the responsibility of the manufacturers or Insured, the salvage value of such damaged property shall be determined after removal or reidentifying such brands or trademarks or other identifying characteristics.	In the case of loss or damage to insured property bearing a brand, trademark, guarantee or other identifying characteristic, the sale of which carries or implies the guarantee or the responsibility of the manufacturers or Insured, the salvage value of such damaged property shall be determined after removing or reidentifying such brands, trademarks, guarantees or other identifying characteristics. The cost of such removal or re-identification shall be paid by the Insurer. Where the removal of such marks is impossible or impractical, the damaged property may be stamped as salvage or transferred to bulk containers with the cost to be borne by the Insurer.
Building By-Law And Code Compliance	This Coverage Form is extended to pay, as a result of direct damage to "building(s)" insured by this policy and caused by an insured peril, for: a. Loss resulting from the demolition of any undamaged portion of the specified "building(s)" or structure(s); or b. The cost of demolishing, and clearing the site of any undamaged portion of the specified "building(s)" or structure(s); or c. Any increase in the cost of repairing, replacing, constructing or reconstructing the specified "building(s)" or structure(s) on the same site or on an adjacent site, of like	This Additional Agreement is extended, without increasing the limit of insurance, only as a result of direct damage to "building(s)" insured by this policy caused by a peril insured against, to indemnify the Insured for: a. loss occasioned by the demolition of any undamaged portion of the specified "building(s) or structure(s)"; or b. the cost of demolishing and clearing the site of any undamaged portion of the specified "building(s) or structure(s)"; or c. any increase in the cost of repairing, replacing, constructing, or reconstructing the specified "building(s) or structure(s) on the same site or an adjacent site, of like

height, floor area and style, and for like occupancy; arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance of law which:

- Regulates zoning or the demolition, repair or construction of damaged "building(s)" or structure(s); and
- ii. Is in force at the time of such loss or damage.

Limitation

The Insurer will pay the lesser of:

- a. The amount of insurance shown on the "Declaration Page"; or
- b. The minimum amount required to comply with any by-law, regulation, ordinance or law.

The Insurer will not pay the additional cost caused by the enforcement of any by-law, regulation, ordinance or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

This coverage extension does not override any provision in the Basis of Settlement contained in the Commercial Property Broad Form (TMI-C155).

Growing Plants, Trees, Shrubs or Flowers in the Open Extension of Coverage 7(e) of Commercial Property Broad Form (TMI-C155) is replaced with the following:

This Coverage Form is extended to insure loss or damage to growing plants, trees, shrubs or flowers in the open caused directly by "Named Perils" (with the exception of windstorm or hail as described in clause 2.h. of the Commercial

height, floor area and style, and for like occupancy; arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance, or law which:

- regulates zoning or the demolition, repair, or construction of damaged "building(s) or structure(s)"; and
- ii. is in force at the time of such loss or damage.

Limitation

The Insurer will pay the lesser of:

- a. the amount of insurance shown on the "declaration page"; or
- b. the minimum amount required to comply with any by-law, regulation, ordinance, or law.

The Insurer shall not be liable under this coverage for losses occasioned by:

- a. the enforcement of any by-law, regulation, ordinance, or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy; or
- b. direct or indirect loss, damage, cost, or expense, arising out of the "clean up" resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants"; or
- c. direct or indirect loss, damage, cost, or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

This coverage extension does not override any provision in the Basis of Settlement contained in the Commercial Property Broad Form (TMI-C155).

Extension of Coverage 7(e) of Commercial Property Broad Form (TMI-C155) is replaced with the following:

This Form is extended to insure loss or damage to growing plants, trees, shrubs, or flowers in the open caused directly by "named perils" (with the exception of windstorm or hail as described in "named perils") or from theft or

	Property Broad Form (TMI-C155)) or from theft or attempt thereat. This extension of coverage shall be limited to a maximum recovery of \$1,000 for each growing plant, tree, shrub or flower in the open including debris removal expense.	attempt thereat. This extension of coverage shall be limited to a maximum recovery of \$2,000 for each growing plant, tree, shrub, or flower in the open including debris removal expense.
Personal Property of Officers, Employees, Volunteers, Visitors and the Congregation	Extension of Coverage 7(c) of Commercial Property Broad Form (TMI-C155) is replaced with the following: At the option of the Insured, "equipment" also includes personal property of the Insured's officers, employees, volunteers, visitors and the congregation. The insurance on such property: a. Shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is liable for its loss or damage; b. Is, in any event, limited to a maximum recovery of \$1,500 in respect of any 1 (one) officer, employee, volunteer or visitor; c. Shall apply only to loss or damage occurring at a location specifically described on the "Declaration Page" or included in "newly acquired location".	Extension of Coverage 7(c) of Commercial Property Broad Form (TMI-C155) is replaced with the following: At the option of the Insured, "equipment" also includes personal property of the Insured's officers, employees, volunteers, visitors, and the congregation. The insurance on such property: a. Shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is liable for its loss or damage; b. Is, in any event, limited to a maximum recovery of \$1,500 in respect of any one officer, employee, volunteer, or visitor; c. Shall apply only to loss or damage occurring at a location specifically described on the "declaration page" or included in Newly Acquired Location.
Removal	N/A	Extension of Coverage 7(a) of Commercial Property Broad Form (TMI-C155) is replaced with the following: If any of the insured property is necessarily removed from the location(s) specified herein to prevent loss, destruction or damage or further loss, destruction or damage thereto, that part of the insurance under this Policy that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 30 days only, or for the unexpired term of the policy if less than 30 days, insure the property removed and any property remaining in the location(s) specified herein in the proportions which the value of the property in each of the respective locations bears to the value of the property in them all.
	N/A	THE MAXIMUM PAYOUT FOR ADDITIONAL AGREEMENTS (8-28), SUBJECT TO THE POLICY CONDITIONS, SHALL BE AN "AGGREGATE LIMIT" OF \$200,000 PER POLICY PERIOD.

"Aggregate Limit" means the total amount the Insurer will pay in any one annual policy term. Any and all payments made shall reduce, by the amount of the payment, the limit of coverage stated. The Insurer will indemnify the Insured for up to This Additional Agreement insures: Accounts Receivable \$50,000 limit for all sums due to the Insured a. all sums due to the Insured from from customers, provided that the Insured is customers, provided the Insured is unable unable to effectively collect them as a direct to effect collection thereof as the direct result of loss of or damage to records of result of loss of or damage to records of accounts receivable contained on the Insured accounts receivable stored on the insured "premises" caused by or resulting from a "premises" and resulting from an insured peril. This extension of coverage also includes the peril insured against; following: b. interest charges on any loan to offset impaired collections pending repayment of a. Interest charges on any loan to offset such sums made uncollectible by such loss, impaired collections pending repayment of destruction, or damage; such sums made uncollectible by such loss, c. collection expense in excess of normal destruction or damage. collection cost and made necessary b. Collection expense in excess of normal because of such loss, destruction, or collection cost and made necessary because of such loss, destruction or damage; d. other expenses, when reasonably incurred damage. by the Insured in re-establishing records of c. Other expenses, when reasonably incurred accounts receivable following such loss, by the Insured in re-establishing records of destruction, or damage. accounts receivable following such loss, destruction or damage. **EXCLUSIONS** This Additional Agreement does not apply to: a. loss due to any fraudulent, dishonest, or criminal act by any Insured, a partner therein, or an officer, director or trustee thereof, while working or otherwise and whether acting alone or in collusion with others; b. loss due to bookkeeping, accounting, or billing errors or omissions; loss, the proof of which as to factual existence is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss which the Insured can prove, through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder: d. loss due to alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining, or withholding of money, securities or other

- property but only to the extent of such wrongful giving, taking, obtaining or withholding;
- e. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
- f. loss due to the perils as described in Property Common Exclusions (TMI-M510).

DETERMINATION OF RECEIVABLES

When there is proof that a loss covered by this Additional Agreement has occurred but the Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Insured's monthly statements and shall be computed as follows:

- a. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the 12 months immediately preceding the month in which the loss occurs, or such part thereof for which the Insured has furnished monthly statements to the Insurer, as compared with such average for the same months of the preceding year;
- c. the amount determined under a. above, increased or decreased by the percentage calculated under b. above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs; and
- d. the amount determined under c. above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which

		would normally have been uncollectible by the Insured. All unearned interest and service charges shall be deducted.
Bailee's Coverage for Customers' Goods	This coverage form provides a limit of \$50,000 for coverage on all kinds of lawful goods and articles that are the property of the Insured's customers and have been accepted by the Insured for processing, maintenance or repair usual or incidental to the business operations specified on the "Declaration Page". Coverage applies while in possession of the Insured at the "premises" location specified on the "Declaration Page" and while in the Insured's vehicle. The Insurer shall not be liable for more than the actual cash value of customers' goods at the time any loss or damage occurs. The determination of actual cash value will be as stated in the Commercial Property Broad Form (TMI-C155).	This Additional Agreement insures all kinds of lawful goods and articles belonging to the Insured's customers and which have been accepted by the Insured for processing, maintenance or repair usual or incidental to the business operations specified on the "declaration page". Coverage applies while such property is in possession of the Insured at the "premises" specified on the "declaration page" and while in the Insured's vehicle. The Insurer shall not be liable for more than the actual cash value of customers' goods and articles at the time any loss or damage occurs. The determination of actual cash value will be as stated in the Commercial Property Broad Form (TMI-C155). This Extension does not apply to loss or damage to customers' goods and articles received for the purposes of storage.
Building Damage by Theft	Extension of Coverage 7(d) of Commercial Property Broad Form (TMI-C155) is replaced with the following:	Extension of Coverage 7(d) of Commercial Property Broad Form (TMI-C155) is replaced with the following:
	This coverage form is extended to insure up to a limit of \$50,000 for damage (except by fire) to that part of a "building" occupied by the Insured directly resulting from theft or any attempt thereat and from vandalism or malicious acts committed on the same occasion, provided the Insured is the owner of such "building" or is liable for such damage and the "building" is not otherwise insured hereunder. Glass and lettering or ornamentation thereon is excluded from this extension.	This coverage form is extended to insure up to a limit of \$50,000 for damage (except by fire) to that part of a "building" occupied by the Insured directly resulting from theft or any attempt thereat and from vandalism or malicious acts committed on the same occasion, provided the Insured is not the owner of such "building", is legally liable for such damage, and the "building" is not otherwise insured hereunder. Glass and lettering or ornamentation thereon is excluded from this extension.
Contingent Loss of Income	Coverage is extended for a \$50,000 limit under Loss of Income for the amount of loss which results from the interruption or interference of the Insured's business caused by the damage or destruction as the result of an insured peril under this Policy, to any "building" or part thereof or other property of a "contributing property" or "recipient property" being a business not operated by the Insured.	Only if business interruption coverage is present on the Policy, this Additional Agreement insures the amount of loss which results from the interruption or interference of the Insured's business caused by the damage or destruction resulting from a peril insured against under this Policy, to any building or part thereof or other property of a "contributing property" or "recipient property".
	When used in this Additional Agreement:	When used in this Additional Agreement:

- a. A "contributing property" is a premise within the territorial limits of this policy which supplies materials to the Insured and which is not owned, rented or controlled in whole or in part by the Insured.
- b. A "recipient property" is a premises within the territorial limits of this policy to which the Insured's products are shipped and which is not owned, rented or controlled in whole or in part by the Insured.
- a. A "contributing property" is a property which supplies materials or inputs to the Insured, being a separate business not owned, rented, operated or controlled in whole or in part by the Insured.
- b. A "recipient property" is a property to which the Insured's products are shipped, being a separate business not owned, rented, operated or controlled in whole or in part by the Insured.

Data

Coverage is provided for a limit of up to \$50,000 for direct loss or damage, by an insured peril to "data". Coverage is included for the erasure or damage that is a result of direct physical damage to electronic "data" processing equipment from the perils insured against including "power fluctuation" coverage as outlined in Additional Agreement #6. Coverage is limited to the actual cash value (depreciated value) of such "data". Coverage does not apply to "data" that cannot be replaced with other of like kind and quality. This extension of coverage is for "data" at the Insured "premises" and subject to the following additional exclusions.

The Insurer shall not be liable for loss, damage or expense caused directly or indirectly by:

- Loss or destruction of 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;
- Loss of income or any other consequential or remote loss;
- c. Programming errors or faulty machine instructions;
- d. Cost of compiling such "data" if collection and reconstruction is so required.

Coverage is provided for direct loss or damage, by a peril insured against to "data". Coverage is included for the erasure or damage that is a result of direct physical damage to electronic "data" processing equipment from the perils insured against including "power fluctuation" coverage as outlined in Additional Agreement #6. Coverage is limited to the actual cash value (depreciated value) of such "data". Coverage does not apply to "data" that cannot be replaced with other of like kind and quality. This extension of coverage is for "data" at the insured "premises" and subject to the following additional exclusions.

The Insurer shall not be liable for loss, damage or expense caused directly or indirectly by:

- a. loss or destruction of 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;
- b. loss of income or any other consequential or remote loss;
- c. programming errors or faulty machine instructions;
- d. cost of compiling such "data" if collection and reconstruction is so required.

Extra Expense Coverage

This coverage form provides coverage for a limit of \$50,000 for the necessary "extra expense" incurred by the Insured in order to continue as nearly as practicable the "normal" conduct of the Insured's business during the "period of restoration" following damage or destruction by an insured peril, to the property insured on this policy. Payment under this Additional Agreement shall not be limited by the date of expiration of this policy.

Coverage is provided for the necessary "extra expense" incurred by the Insured in order to continue as nearly as practicable the "normal" conduct of the Insured's business during the "period of restoration" following damage or destruction by the perils insured against, to the property insured on this policy. Payment under this Additional Agreement shall not be limited by the date of expiration of this policy.

This coverage is extended to include the necessary "extra expense" incurred during a

Resumption of Operations

As soon as practicable after any loss, the Insured shall resume complete or partial business operations of the property described and, in so far as practicable, reduce or dispense with such extra expenses that are being incurred.

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.

As soon as practicable after any loss, the Insured shall resume complete or partial business operations of the property described and, in so far as practicable, reduce or dispense with such "extra expenses" that are being incurred.

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;
- any increases 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 of 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 fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;
- d. loss due to the suspension, lapse or cancellation of any lease or license, contract or order;
- e. the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disc, drum, cell, or other magnetic recording or storage media for electronic data processing;
- f. loss caused by the perils as described in Property Common Exclusions (TMI-M510).

When used in this Additional Agreement:

"extra expense" means the excess (if any) of the total cost during the "period of restoration" for the purpose of continuing the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. The cost in each case to include expense of using other property or facilities of other concerns or other similar necessary emergency expenses. In no event, however, shall the Insurer be liable under this Form for loss of income nor for "extra expense" in excess of that necessary to continue as nearly as practicable the "normal" conduct of the Insured's business, nor for the cost of repairing or replacing any of the described property that has been damaged or destroyed by the perils insured against, except cost in excess of the "normal" cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of "extra expense"; liability for such excess cost however, shall not exceed the amount by which the total "extra expense" otherwise payable under this Form is reduced. The Insurer shall also be liable for "extra expense" incurred in obtaining property for temporary use during the "period of restoration" necessarily required for the conduct of the Insured's business. Any salvage value of such property remaining after resumption of "normal" operations shall be taken into consideration in the adjustment of any loss hereunder. b. "normal" means the condition which would have existed had no loss occurred. "period of restoration" means the length of time, commencing with the date of loss, that is required, with the exercise of due diligence and dispatch, to repair, rebuild or replace the property insured on this Policy, that has been damaged or destroyed by a peril insured against. Glass Coverage is provided for a limit of \$50,000 for Coverage is provided for all loss or damage to all loss or damages to exterior glass, lettering, exterior glass, lettering, ornamentation, tape or foils caused by accidental breakage of such ornamentation and burglar foils thereon, caused by accidental breakage of such glass. glass.

The Insurer shall not be liable under this Additional Agreement for coverage for:

- Loss or damage directly or indirectly from fire whether in the "premises" described on the "Declaration Page" or elsewhere;
- Loss or damage caused directly or indirectly by the perils excluded in Perils Excluded section 6.B of the Commercial Property Broad Form (TMI-C155);
- The cost of removing or replacing any fixtures or other obstructions to the replacement of the glass.

The Insurer shall not be liable under this Additional Agreement for direct or indirect loss or damage:

- caused by fire in the Insured's "premises" or elsewhere;
- b. during construction of, alteration or addition to the "premises" described on the "declaration page" other than ordinary repair or maintenance;
- c. while the "premises" containing such glass is, to the knowledge of the Insured, vacant or unoccupied for more than 30 consecutive days, or being a manufacturing premises, ceases to be operated and continues out of operation for more than 30 consecutive days;
- d. or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair, or construction of buildings;
- e. resulting from, contributed to or caused by pollution or any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" nor the cost or expense of any resulting "clean up";
- f. caused by the perils as described in Property Common Exclusions (TMI-M510).

Leasehold Interest (Rents)

The Insurer will indemnify the Insured for any increase in the Insured's rent where such an increase up to a limit of \$50,000:

- a. Arises from the termination of the Insured's lease by the Insured's landlord, in accordance with the terms of the Insured's lease; and
- The termination of the Insured's lease is caused by damage to the "building" by an insured peril on this policy; and
- c. The Insured enters into a new lease of "premises" of like kind and size for the purpose of continuing the Insured's operations.

The Insurer's liability under this Additional Agreement is limited to the actual increase in rents for the period beginning with the termination of the Insured's lease and ending on the expiry date of the terminated lease or 12 months from the date of the termination, whichever is sooner.

The Insurer will indemnify the Insured for any increase in the Insured's rent where such an increase:

- a. arises from the termination of the Insured's lease by the Insured's landlord, in accordance with the terms of the Insured's lease: and
- the termination of the Insured's lease results from a peril insured against by this policy; and
- the Insured enters into a new lease of "premises" of like kind and size for the purpose of continuing the Insured's operations.

The Insurer's liability under this Additional Agreement is limited to the actual increase in rents for the period beginning with the termination of the Insured's lease and ending on the expiry date of the terminated lease or 12 months from the date of the termination, whichever is sooner.

	The Insurer is not liable for any loss resulting from the Insured exercising an option to terminate the lease. The Insurer is not liable for any loss arising from the termination of a lease renewal option unless the renewal offer had been accepted in writing by the landlord prior to the loss.	The Insurer is not liable for any loss resulting from the Insured exercising an option to terminate the lease. The Insurer is not liable for any loss arising from the termination of a lease renewal option unless the renewal offer had been accepted in writing by the landlord prior to the loss.
Master Key	Coverage is provided for a limit of \$50,000 for the reimbursement of the cost to replace lock(s) and key(s) at the "premises" insured made necessary by the actual destruction, disappearance or wrongful abstraction of master key(s) or lock(s) as the result of an insured peril damaging or destroying insured property. If the keys have been stolen, the theft must be reported to the police or law enforcement agency having jurisdiction at the location of the theft.	Coverage is provided for the reimbursement of the cost to repair or replace lock(s) and key(s) at the insured "premises" following loss of or damage to master key(s) or lock(s), electronic passes, or key cards caused by or resulting from a peril insured against.
Media	Coverage is provided for a limit of \$50,000 for the depreciated cost of "media" being materials on which "data" is recorded including magnetic tapes, discs, disc packs, portable memory devices, paper tapes and cards. Coverage under this Additional Agreement is limited to "media" on the insured "premises" and the direct physical loss or damage must be caused by an insured peril. Coverage does not apply to "media" that cannot be replaced with other of like kind or quality.	Coverage is provided for the depreciated cost of media being materials on which "data" is recorded including magnetic tapes, discs, disc packs, portable memory devices, paper tapes, and cards. Coverage under this Additional Agreement is limited to media on the insured "premises" and the direct physical loss or damage must be caused by a peril insured against. Coverage does not apply to media that cannot be replaced with other of like kind or quality.
Off Premises Stock and Equipment	Coverage is provided for a limit of \$50,000 for insured property sustaining direct damage by an insured peril: a. While temporarily removed from the Insured "premises"; or b. While in transit; or c. In the custody of the Insured, any officer or employee or volunteer. In no event does this Additional Agreement apply to contractor's stock, equipment and tools.	Coverage is provided for insured property sustaining direct damage by a peril insured against: a. while temporarily removed from the insured "premises"; or b. while in transit; or c. in the custody of the Insured, any officer or employee or volunteer. In no event does this Additional Agreement apply to contractor's stock, equipment and tools.
Off Premises Utilities Interruption	Loss of Income coverage if shown on the "Declaration Page" is hereby extended for a limit of \$50,000, subject to all the terms, conditions, provisions and limitations of this policy, to include loss resulting from the necessary interruption of business caused by damage to or destruction of off-premises public	Loss of Income coverage, if shown on the "declaration page", is hereby extended, subject to all the terms, conditions, provisions, and limitations of this policy, to include loss resulting from the necessary interruption of business caused by damage to or destruction of off-premises public utility property located

utility property located within 25 kilometres of within 25 kilometres of the insured "premises". the "premises". Such public utility property Such public utility property includes plants, includes plants, transformer or switching transformer or switching stations, sub-stations, stations, sub-stations, transformers, pumping transformers, or pumping stations which furnish stations which furnish heat, light, power or gas heat, light, power, or gas to the insured to the insured "premises", provided such loss or "premises", provided such loss or damage is damage is caused directly by an insured peril caused directly by a peril insured against under under this policy to "building(s)", structures, this policy to "building(s)", structures, machinery, "equipment" or "stock" as described machinery, "equipment", or "stock" as in the policy declarations. This Additional described on the "declaration page". This Additional Agreement does not cover Loss of Agreement does not cover Loss of Income during the first 24 consecutive hours of loss of Income during the first 24 consecutive hours of "services" or "service interruption" directly or loss of "services" or "service interruption" indirectly arising from: directly or indirectly arising from: a. Loss or damage to electrical a. loss or damage to electrical transmission lines or distribution lines or their transmission lines or distribution lines supporting structures; or their supporting structures; b. loss or reduction of "services" due to lack b. Loss or reduction of "services" due to of sufficient capacity; or lack of sufficient capacity; or c. an intentional reduction in the supply of c. An intentional reduction in the supply "services". of "services". As used in this Additional Agreement: As used in this Additional Agreement: a. "Services" means electricity, water, gas, "Services" means electricity, water, gas or or steam. steam. "Service Interruption" means loss of "Service Interruption" means loss of "services" "services" for a period exceeding 24 for a period exceeding 24 consecutive hours. consecutive hours. Parcel Post Coverage is provided for a limit of \$50,000 for Coverage is provided for "equipment" and "equipment" and "stock" in any one package in "stock" in any one package while in the course course of transit by parcel post for loss caused of transit by parcel post for loss caused by a by an insured peril. peril insured against. **Pollution Indemnity Agreement Indemnity Agreement** Damage -The Insurer will indemnify the Insured up to Coverage is provided, subject to the a limit of \$50,000, subject to the deductible, deductible, for expenses incurred to "clean Insured **Premises** for expenses incurred to "clean up" up" "pollutants" from land or water at the "pollutants" from land or water at the "premises" provided the spill, discharge, emission, dispersal, seepage, leakage, "premises" provided the spill, discharge, emission, dispersal, seepage, leakage, release, migration, or escape of release, migration or escape of "pollutants": "pollutants": i. Is occasioned by loss or damage to i. first occurs during the policy period; property insured at the "premises" for which insurance is afforded under this ii. is occasioned by loss or damage to coverage form to which this property insured at the "premises" for endorsement is attached: which insurance is afforded under the coverage form to which this extension ii. Is sudden, unexpected and unintentional from the standpoint of applies; and the Insured; and iii. is sudden, unexpected, and iii. Is required to be reported to a unintentional from the standpoint of provincial authority; and the Insured; and iv. First occurs during the policy period.

b. Limit of Insurance

The maximum amount of insurance under this Additional Agreement during the policy term shall not exceed in the aggregate the amount of insurance specified on the "Declaration Page".

c. Reinstatement

Following a loss under this Additional Agreement the aggregate amount of insurance specified on the "Declaration Page" will be reduced by the amount payable.

d. Additional Exclusions

The Insurer shall not be liable for:

- Expenses for "clean up" away from or beyond the "premises" resulting from any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" even if the "pollutants" emanated from the "premises";
- ii. Expenses for "clean up" of any spill discharge, emission, dispersal, seepage, leakage, migration or escape of "pollutants" that began before the effective date of this policy;
- iii. Fines, penalties, punitive or exemplary damages;
- iv. Expenses incurred for the "clean up" of "pollutants" at or from any "premises", site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste.

e. Additional Conditions Reporting Period:

It is a condition precedent to recovery under this extension that all expenses insured by this extension be incurred and reported to the Insurer within 180 days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of "pollutants" for which "clean up" expenses are being claimed.

iv. is required to be reported to a provincial authority.

b. Reinstatement

Following a loss under this Additional Agreement the limit of insurance will be reduced by the amount payable.

c. Additional Exclusions

The Insurer shall not be liable for:

- expenses for "clean up" away from or beyond the "premises" resulting from any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" even if the "pollutants" emanated from the "premises";
- ii. expenses for "clean up" of any spill, discharge, emission, dispersal, seepage, leakage, migration, or escape of "pollutants" that began before the effective date of this policy;
- iii. fines, penalties, punitive or exemplary damages;
- iv. expenses incurred for the "clean up" of "pollutants" at or from any "premises", site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing, or treatment of waste.

d. Additional Conditions

Reporting Period:

It is a condition precedent to recovery under this extension that all expenses insured by this extension be incurred and reported to the Insurer within 180 days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration, or escape of "pollutants" for which "clean up" expenses are being claimed.

ii. Other Insurance:

The insurance afforded by this extension shall apply as excess over any other valid

		and collectible insurance available to the Insured or any other interested party.
Professional Fees	Coverage is provided for a limit of \$50,000 for reasonable fees payable to professionals whom an Insured may hire to produce and certify particulars or details of the Insured's business required by the Insurer to arrive at the loss payable to the Insured.	Coverage is provided for reasonable fees payable to professionals whom an Insured may hire to produce and certify particulars or details of the Insured's business required by the Insurer to arrive at the loss payable to the Insured. This extension does not apply to the fees and costs payable to public adjusters nor the Insured's employees.
Reward	This Additional Agreement provides a payment of a reward up to \$50,000 limit, including costs to advertise a reward payment, to any person or persons other than the Insured and Officers and Partners thereof, for information leading to the arrest and conviction of any person or person(s) for the crimes or arson, vandalism, theft, burglary or robbery or attempt thereat, when such crime results in the payment of a claim under this Policy in respect of the insured property. The Insurer will be the sole judge as to the person or person(s) to whom a reward is paid and as to the size of the reward paid after costs for advertising the reward are deducted.	This Additional Agreement provides payment of a reward, including costs to advertise a reward payment, to any person other than the Insured and Officers and Partners thereof, for information directly leading to a conviction of any person(s) for crimes attempted or committed, when such crime results in the payment of a claim under this Policy in respect of the insured property. The Insurer will be the sole judge as to whom a reward is paid and as to the size of the reward paid after costs for advertising the reward are deducted. The amount payable shall not be increased by the number of people providing information.
Sales Representative	Coverage is provided for "equipment" and "stock" while off "premises" in the custody of a sales representative of the Insured up to a limit of \$50,000.	Coverage is provided for "equipment" and "stock" while off "premises" in the custody of a sales representative of the Insured.
Signs	Coverage is provided for a limit of \$50,000 for direct physical loss or damage to exterior signs located on the "premises". The Insurer shall not be liable under this Additional Agreement for coverage for loss or damage caused directly or indirectly by the perils excluded in section 6.B Perils Excluded of the Commercial Property Broad Form (TMI-C155).	Coverage is provided for direct physical loss or damage to exterior signs located on the "premises".
Stock Spoilage	The insurance under this policy is extended to cover physical loss of or damage to "stock" or "contents" on the "premises" caused by dampness or dryness of atmosphere or change of temperature up to a limit of \$50,000. The	This extension insures physical loss of or damage to "stock" or "contents" on the "premises" caused by dampness or dryness of atmosphere or change of temperature or humidity that is the direct result of a. or b.

dampness or dryness of atmosphere or change below: of temperature must be the direct result of a. or b. below. a. Physical loss of or damage to "building", physical loss or damage by a peril insured "equipment" or "contents", including against to that part of "buildings", "equipment" or "contents" that is used for: supply or transmission lines and pipes and their connections furnishing "services", on refrigerating, cooling, humidifying, the "premises". dehumidifying, or heating; or The physical loss or damage must directly generating, converting, or ii. result from an insured peril. The part of transmitting power, including the "building" or of the "equipment" or supply lines and pipes and their "contents" that sustains loss or damage connections that are located on the must be used for refrigerating, cooling, "premises". humidifying, heating or for generating or converting power. b. Interruption to the supply of "services" to b. interruption to the supply of electricity, the "premises". water, gas, or steam to the "premises". The interruption must be caused by The interruption must be caused by physical loss of or damage to apparatus physical loss of or damage to the that generates or supplies such "services" apparatus that generates or supplies to the "premises". The physical loss or electricity, water, gas, or steam to the damage must be located on or within 1km "premises" by a peril insured against. Such (one kilometre) of the "premises". damaged apparatus must be located within 100 kilometres of the "premises". This extension does not cover loss or damage This extension does not cover loss or damage resulting from partial or total interruption to resulting from partial or total interruption to the supply of "services" arising from: the supply of electricity, water, gas, or steam arising from: i. Loss or damage to any electrical i. loss or damage to any overhead transmission lines or distribution lines electrical transmission lines or or their supporting structures, except distribution lines or their supporting for those located on the "premises"; structures, except for those located on ii. Lack of sufficient capacity; or the "premises"; iii. Intentional reduction in supply; or ii. lack of sufficient capacity; or iv. Any loss for which indemnity is iii. intentional reduction in supply; or provided under an Equipment iv. any loss for which indemnity is Breakdown Rider. provided under an Equipment Breakdown Rider. Valuable Papers Coverage is provided for a limit of \$50,000 for Coverage is provided for reasonable fees for the and Records extra expense necessarily incurred in the cost of the extra expense necessarily incurred in the cost of compiling books of account, drawings, compiling books of account, drawings, card card index systems or other records including index systems or other records including film, film, tape, disc, drum, cell or other magnetic tape, disc, drum, cell or other magnetic recording or storage media for electronic "data" recording or storage media for electronic "data" processing, all the property of the Insured, processing, all the property of the Insured, when such records are damaged by an insured when such records are damaged by a peril peril. insured against under this policy. If the "Declaration Page" shows the Rental If the "declaration Page" shows the Contractors Contractor's Tool and Equipment Coverage Tools and Equipment Coverage Form (TMI-Equipment Form (TMI-C115) has been purchased, this C115) has been purchased, this Additional

Additional Agreement provides coverage for contractor's tool and "equipment" of any kind which may be rented, leased or borrowed by the Insured from others for up to 30 days from the time such property comes in to the custody of the Insured to a maximum limit of \$50,000 any one item. This coverage is subject to the terms and Conditions of the Contractors Tool and Equipment Coverage Form (TMI-C115) including section 5. Deductible.

Agreement provides coverage for contractors tools and equipment of any kind which may be rented, leased, or borrowed by the Insured from others for up to 30 days from the time such property comes into the custody of the Insured. This coverage is subject to the terms and conditions of the Contractors Tools and Equipment Coverage Form (TMI-C115) including section 5. Deductible.

There will be no coverage under this Additional Agreement unless:

There will be no coverage under this Additional Agreement unless:

- a. An accurate written record of all "equipment" rented for up to 30 days is kept by the Insured showing the acquisition date, description and actual cash value of each piece of "equipment" rented; and
- a. an accurate written record of all equipment rented, leased, or borrowed for up to 30 days is kept by the Insured showing the acquisition date, description and actual cash value of each piece of equipment; and
- Access to these records is provided to the Insurer or their duly appointed representative, when required as it relates to coverage on this Insurance Policy.
- access to these records is provided to the Insurer or their duly appointed representative, when required as it relates to coverage on this Insurance Policy.

EACH OF THE FOLLOWING ADDITIONAL AGREEMENTS, SUBJECT TO THE POLICY CONDITIONS, IS COVERED UP TO THE LIMIT STATED BELOW FOR EACH ADDITIONAL AGREEMENT.

ADDITIONAL AGREEMENTS (29-43), SUBJECT TO THE POLICY CONDITIONS, ARE COVERED UP TO THE LIMIT STATED BELOW FOR EACH ADDITIONAL AGREEMENT.

Newly Acquired Locations or Expansion of Current Operation Coverage is provided for "building(s)" or additions to existing "building(s)" up to a limit of \$500,000 or to "contents" up to a limit of \$500,000. This shall cover new "building(s)" or additions to an existing "building" or additional "contents" all to be used in conjunction with the expansion of the Insured's existing business. This additional coverage shall cease 60 (sixty) days from the date construction begins or "contents" are shipped. Additional premium for such new coverage shall be due and payable for values so reported, computed from the date construction begins or additional "contents" arrive at the "premises".

Coverage is provided for newly acquired:

- a. "building(s)" up to a limit of \$500,000; or
- b. "contents" up to a limit of \$500,000; which are to be used in conjunction with the expansion of the Insured's existing business within Ontario.

This additional coverage shall cease:

- a. 90 days from the date:
 - i. of acquisition of "building(s)"; or
 - ii. "contents" are shipped;
- b. the date values for such property are reported to the Insurer; or
- c. at the expiration of this policy; whichever occurs first.

Additional premium for such new coverage is due and payable for values so reported, computed from the date:

- a. of acquisition; or
- b. additional "contents" arrive at the "premises".

Automatic Fire Suppression System Recharge Expense	This coverage form insures any automatic fire suppression system recharge expense incurred by the Insured due to the leakage or discharge of the fire suppressant within any automatic fire suppression system up to a \$25,000 Limit. This applies only at the "premises" of the Insured specified on the "Declaration Page" and where such discharge or leakage is caused by or results from an insured peril under this coverage form.	This coverage form insures any automatic fire suppression system recharge expense incurred by the Insured due to the leakage or discharge of the fire suppressant within any automatic fire suppression system up to a \$25,000 limit. This applies only at the "premises" of the Insured specified on the "declaration page" and where such discharge or leakage is caused by or results from a peril insured against under this coverage form.
Debris Removal	When the damage to insured property plus the cost of removal of debris exceed the amounts of insurance available on Commercial Property Broad Form (TMI-C155) this Additional Agreement provides an additional limit of the greater of \$50,000 or 25% to cover debris removal expenses.	When the damage to insured property plus the cost of removal of debris exceed the amounts of insurance available on Commercial Property Broad Form (TMI-C155) this Additional Agreement provides an additional limit of the greater of \$50,000 or 25% to cover the removal of: a. debris of the insured property, occasioned by loss or damage insured under this Form; b. debris of other property which is not insured by this Form but which has been blown by windstorm upon the "premises".
	 This Additional Agreement does not apply to costs or expenses: a. To "clean up" "pollutants" from land or water; or b. For testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threated spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". 	This Additional Agreement does not apply to costs or expenses: a. to "clean up" "pollutants" from land or water; or b. for testing, monitoring, evaluating, or assessing of an actual, alleged, potential, or threated spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
Environmental Upgrade Endorsement	This Additional Agreement, at the option of the Insured, provides a coverage response to any increase in direct costs to repair or replace damaged "building" and "equipment" using environmentally friendly material or modes of construction.	This Additional Agreement, at the option of the Insured, insures the increase in direct costs to repair or replace "building" and "equipment" damaged by a peril insured against, using "environmentally friendly" or "energy efficient" materials or modes of construction.
	This coverage response includes additional fees incurred by the Insured to engage an accredited LEED® Canada professional in the design, repair or reconstruction phase plus the additional cost incurred by the Insured for certification or recertification by LEED® Canada.	This coverage response includes additional fees incurred by the Insured to engage an accredited LEED® Canada professional in the design, repair or reconstruction phase plus the additional cost incurred by the Insured for certification or recertification by LEED® Canada.
	When used in this Additional Agreement, the term "environmentally friendly" shall mean materials or modes of construction that are	When used in this Additional Agreement: a. "environmentally friendly" shall mean materials or modes of construction that

Canada Green Building Council/LEED® Canada accredited. When used in this Additional Agreement, the term "energy efficient" shall mean those products or modes of construction that are Energy Star® or Canada Green Building Council/LEED® Canada rated or accredited.

There will be no coverage response under this Additional Agreement:

- a. To "stock", production machinery and "equipment", electronic "data" processing equipment not used in the support of real property, molds and dies, property in the open or personal property of employees and officers;
- To any increase in the cost of repair or replacement of insured property occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law;
- c. In instances where no environmentally friendly or energy efficient equivalent exists. In those instances, the Insurer will pay only to replace with standard materials, modes of construction, equipment and products.

The most the Insurer will pay under this extension of coverage in any one policy term is \$25,000 or 10% of the total loss, whichever is the least.

- are Canada Green Building Council/LEED® Canada accredited.
- b. "energy efficient" shall mean those products or modes of construction that are Energy Star® or Canada Green Building Council/LEED® Canada rated or accredited.

There will be no coverage response under this Additional Agreement:

- a. to "stock", production machinery and "equipment", electronic "data" processing equipment not used in the support of real property, molds and dies, property in the open, or personal property of employees and officers;
- to any increase in the cost of repair or replacement of insured property occasioned by a restriction or prohibition in any by-law, regulation, ordinance, or law;
- c. in instances where no "environmentally friendly" or "energy efficient" equivalent exists. In those instances, the Insurer will pay only to replace with standard materials, modes of construction, equipment, and products.

The most the Insurer will pay under this extension of coverage in any one policy term is \$25,000 or 10% of the total loss, whichever is the least.

Fine Arts

This coverage form provides coverage for up to \$10,000 Limit for unscheduled fine arts that are not "stock" only while the fine arts are at the location specified on the "Declaration Page".

This Additional Agreement provides coverage for up to a maximum limit of \$20,000 for unscheduled "fine arts" that are not "stock", only while such "fine arts" are at the location(s) specified on the "declaration page".

This Additional Agreement does not insure:

- a. wear and tear, or inherent vice;
- b. breakage of glassware, statuary, marbles, bric-a-brac, porcelains, and other fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land, water or air conveyances, or by theft or attempt thereat;
- c. property illegally acquired, kept, stored, or transported, or property seized or

confiscated for breach of any law or by order of any public authority. ii. Loss or damage: a. caused by deterioration, vermin or b. to any property while undergoing any process or while being actually worked upon and where any loss or damage is due thereto; c. caused by a criminal or wilful act or omission of the Insured or of any person whose property is insured hereunder; d. caused by contamination by radioactive material; e. caused by pollution or any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" nor the cost or expense of any resulting "clean up"; f. caused by the perils as described in **Property Common Exclusions (TMI-**M510). "Fine Arts" as described in this agreement include 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, and bric-abrac) of rarity, historical value or artistic merit. Fire Department The Insurer will reimburse the Insured for up to The Insurer will reimburse the Insured for up to Charges a \$10,000 limit for any "extraordinary a \$10,000 limit for any "extraordinary expenses" incurred by the fire department for expenses" incurred by the fire department for attending "premises" insured under this Policy attending "premises" insured under this Policy to save or protect insured property from loss or to save or protect insured property from loss or damage, or further loss or damage insured damage, or further loss or damage insured against by this Policy. against by this Policy. Reimbursement is restricted to invoices received directly from a municipal fire department provided that relevant by-laws allow for such invoicing of taxpayers. "Extraordinary expenses" means the cost to "Extraordinary expenses" means the cost to procure or obtain any extra equipment, procure or obtain any extra equipment, apparatus or specialized fire suppression apparatus or specialized fire suppression products of any description, which is not products of any description, which is not owned, leased or otherwise in the possession owned, leased or otherwise in the possession and control of the responding fire department. and control of the responding fire department. It also includes the expense of extra personnel It also includes the expense of extra personnel retained by the department, in addition to the retained by the department, in addition to the normal complement of department personnel, normal complement of department personnel,

	to transport, repair, operate or use the extra equipment, apparatus or specialized suppression products.	to transport, repair, operate or use the extra equipment, apparatus or specialized suppression products.
Installation of Customers' Goods	Coverage is provided for a limit of \$50,000 for the supplies, machinery, "equipment" and material which are the property of the Insured or for which the Insured is legally liable that will be used to complete an installation contract entered in to by the Insured. Coverage is provided anywhere in Canada, but only while such property is in transit to the "premises" for installation or while at that "premises" awaiting installation or while being installed.	This Additional Agreement provides a maximum limit of \$50,000 for the supplies, machinery, "equipment" and material which are the property of the Insured or for which the Insured is legally liable that will be used to complete an installation contract during the policy period. Coverage is provided anywhere in Canada, but only while such property is in transit to the premises of installation or while at that premises awaiting installation or while being installed, including testing.
	The Insurer shall not be liable under this Additional Agreement for any of the above- mentioned property when: a. The Insured's interest ceases; or b. The property installed has been accepted; or c. 30 days after completion of the installation; or d. This policy expires; Whichever occurs first.	Coverage under this Additional Agreement ceases when: a. the Insured's interest ceases; or b. the property installed has been accepted; or c. 30 days after completion of the installation; or d. this policy expires; whichever occurs first.
	This Additional Agreement does not insure: a. Contractors' and subcontractors' tools and equipment; b. Loss or damage to any installation or part thereof from the commencement of use for the purpose for which it was intended; c. Any loss or damage covered under any guarantee or warranty (expressed or implied) by any contractor, manufacturer or supplier, whether or not such contractor, manufacturer or supplier is insured under this policy; d. Property while located on any "premises" owned, leased or occupied by the Insured.	This Additional Agreement does not insure any loss or damage: a. to the Insured's tools and equipment including spare parts and accessories whether owned, loaned, hired, or leased; b. to contractors' and sub-contractors' tools and equipment; c. to electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage; d. to property while aboard, or being transported by, any aircraft; e. to property being shipped by mail; f. to accounts, bills, currency, deeds, evidences of debt, legal tender money, notes, securities, manuscripts, records, or other documents, provisions, motor vehicles, trailers and other conveyances or their appurtenances or accessories;

		g. to any installation or part thereof from the commencement of use for the purpose for which it was intended; h. covered under any guarantee or warranty (expressed or implied) by any contractor, manufacturer or supplier, whether or not such contractor, manufacturer or supplier is insured under this policy; i. to property at the location of installation when installation ceases for more than 30 days; or j. to property while located on any premises owned, leased or occupied by the Insured.
Transit	Coverage is provided for owned and non-owned "equipment" and "stock" in transit (other than by parcel post) in owned vehicles or by common carrier up to a limit of \$10,000.	Coverage is provided for owned and non-owned "equipment" and "stock" in transit (other than by parcel post) up to a limit of \$20,000.
Exhibition Floater	N/A	This extension shall provide a maximum limit of \$10,000 to cover loss or damage caused directly to property insured under "stock" or "equipment" by a peril insured against, from the time the insured property leaves any insured "premises", while in transit to and from any exhibition site and while at such exhibition site.
Contents at Non-Owned Locations	N/A	This Extension provides coverage for "contents" while at a location that is not owned, rented, or controlled in whole or in part by the Insured. The maximum recovery under this extension is \$10,000, regardless of the number of locations, for any one occurrence. This extension does not apply to: a. property in transit; b. property at an exhibition; c. property on loan or on rental; or d. property in the custody of any sales representative.
Contents at a Residence	N/A	This coverage applies only to property while it is within the Territorial Limits of the policy and not otherwise insured by this form. This Form is extended to insure "contents" while at the residence of the Insured or the Insured's employees. The maximum recovery under this extension is \$10,000.

Resilience	N/A	At the Insured's option, the Insurer will
Allowance	IV/A	contribute an additional amount up to \$5,000,
Allowarice		in aggregate during any one policy term,
		towards the expenses incurred by the Insured
		to repair or replace damaged or destroyed
		"buildings" using upgraded building materials,
		construction methods, mitigation measures or
		devices that are more durable and better able
		to resist or mitigate damage from climate-
		related perils. The insured loss must exceed
		\$25,000 for coverage to apply.
		This coverage will not apply to the repair or
		replacement of building elements that were not
		damaged or destroyed in the insured loss.
		damaged of destroyed in the insured loss.
Unscheduled	N/A	This extension insures unscheduled "tools"
Tool Floater		owned by the Insured or similar property of
		others for which the Insured is legally liable
		subject to a maximum value and amount of
		insurance per tool not to exceed \$5,000.
		e di divis
		Exclusions
		A. Property Excluded
		This extension does not insure:
		a. property illegally acquired, kept,
		stored or transported, or property
		seized or confiscated for breach of
		any law or by order of any public
		authority;
		b. automobiles or similar vehicles
		subject to registration in the
		jurisdiction in which the Insured
		conducts business, aircraft,
		watercraft;
		c. money, notes, securities, accounts,
		bills, evidence of debt or valuable
		papers, plans, blueprints, designs
		or specifications;
		d. property insured which is regularly
		rented or leased to others;
		e. tires or tubes unless the loss or
		damage is caused by fire or theft or
		is coincident with other loss or
		damage insured by this form;
		f. crane or derrick boom(s) while
		being operated unless directly
		caused by fire, lightning, explosion,
		impact by aircraft or other
		vehicles, or the overturning of the
		unit to which it is a part;
	1	and to minor to b a party

- g. property while located underground, in caissons or underwater;
- h. property which has become a permanent part of any structure;
- i. personal belongings or personal effects;
- j. property while waterborne or airborne;
- k. "contractors equipment".

B. Perils Excluded

This extension does not insure against loss or damage resulting from, contributed to or caused directly or indirectly by:

- a. mechanical or electrical breakdown, wear and tear, rust or corrosion, gradual deterioration, hidden or latent defect or any quality in the insured property that causes it to destroy itself, unless the loss or damage is caused directly by a resultant peril not otherwise excluded in this extension;
- electrical currents, other than lightning, to electrical appliances of any kind including wiring, unless fire ensues and then for loss by fire only;
- work being done on the insured tool unless fire or explosion ensues and then only for loss or damage caused by such ensuing fire or explosion;
- d. misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted (bailees for hire excepted);
- e. subsidence or breaking through ice, or by sinking in muskeg, swamp, sand or other soft ground;
- f. explosion to any pressure vessel or internal combustion engine in which the explosion originates;
- g. the weight of load imposed on any machine exceeding the rated lifting capacity for which the machine was designed;

		h. any blasting or dynamiting operation conducted by or under the control of the Insured; i. delay, loss of market, or loss of use; j. the perils as described in Property Common Exclusions (TMI-M510). It is warranted by the Insured that the property insured hereunder is in sound condition at the attachment of this insurance. "Tools" means any piece of equipment capable of being carried or moved by hand. "Contractor's Equipment" means equipment other than tools used off "premises".
Exterior Wiring	N/A	This extension insures owned "exterior wiring systems" on the insured "premises". The maximum recovery under this extension is \$5,000. "Exterior wiring systems" means all owned utility and hydro poles (and any attached lighting units), wires, transformers, switches, transmission lines, and pipes on the insured "premises" furnishing heat, light, power, or gas to the insured "premises".
	ADDITIONAL AGREEMENTS, SUBJECT TO POLICY CONDITIONS, ARE IN ADDITION TO THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY.	ADDITIONAL AGREEMENTS (44-48), SUBJECT TO POLICY CONDITIONS, ARE IN ADDITION TO THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY.
Automatic Inflation Protection	Where the "Declaration Page" sets out the basis of settlement as "replacement cost" it is agreed that: a. The amount of insurance applicable to "building(s)" shall be increased during the policy period by the proportion by which the latest published Statistics Canada Construction Building Output Price Indexes (Non-residential – Commercial Buildings) have increased since the last premium due date. b. At the premium due date, the amount of insurance shall be increased automatically in accordance with the latest published Statistics Canada Construction Building Output Price Indexes (Non-residential – Commercial Buildings) and the appropriate premium charged.	Where the "declaration page" sets out the basis of settlement as "replacement cost" it is agreed that: a. the amount of insurance applicable to "building(s)" shall be increased during the policy period by the proportion by which the latest published Statistics Canada Non-Residential Building Construction Price Indexes have increased since the last "premium due date". b. at the "premium due date", the amount of insurance shall be increased automatically in accordance with the latest published Statistics Canada Non-Residential Building Construction Price Indexes and the appropriate premium charged.

- c. If the amount of insurance applicable to "building(s)" is changed at the request of the Insured during the policy period, the effective date of this endorsement is deemed to coincide with the effective date of such change.
- d. If the policy insures two or more items, the foregoing shall apply separately to each item to which this endorsement applies.
- e. In this Additional Agreement, "premium due date" means the inception, renewal or anniversary date of this policy to which this endorsement is attached.
- c. if the amount of insurance applicable to "building(s)" is changed at the request of the Insured during the policy period, the effective date of this endorsement is deemed to coincide with the effective date of such change.
- d. if the policy insures two or more items, the foregoing shall apply separately to each item to which this endorsement applies.
- e. in this Additional Agreement, "premium due date" means the inception, renewal, or anniversary date of the policy to which this extension applies.

Peak Season Stock Increase

Up to 50% of the total amount(s) specified for "stock" and "equipment" may be applied to increase the "stock" or "equipment" limit to allow for seasonal variations to cover loss by an insured peril. However, this increase shall not apply unless the limit of insurance shown on the "Declaration Page" is 80% or more of the Insured's average monthly values for the 12 months immediately preceding the date of loss, or in the event that the Insured has been in business for less than 12 months, such shorter period of time.

Up to 50% of the total amount(s) specified for "stock" and "equipment" may be applied to increase the "stock" or "equipment" limit to allow for seasonal variations to cover loss by a peril insured against. However, this increase shall not apply unless the limit of insurance shown on the "declaration page" is 80% or more of the Insured's average monthly values for the 12 months immediately preceding the date of loss, or in the event that the Insured has been in business for less than 12 months, such shorter period of time.

Waiver of Depreciation Clause

If the "Declaration Page" shows the Contractors Tool and Equipment Coverage Form (TMI-C115) has been purchased, this Additional Agreement amends the Basis of Settlement (Clause 9.C.) in the Contractors Tool and Equipment Coverage Form (TMI-C115) is amended as follows:

If the insured tool or piece of "equipment" is:

- Up to and including 5 calendar years of age from the original date of manufacture;
- b. Damaged by an insured peril;
- c. Included on the tool and "equipment" schedule upon which the amount of insurance shown on the "Declaration Page" is based for an amount that represents at least 90% of the cost to replace that item with a new item of similar quality and ability; and
- d. Shown to have a replacement value of greater than or equal to \$1,500;

If the "declaration page" shows the Contractors Tools and Equipment Coverage Form (TMI-C115) has been purchased, this Additional Agreement amends the Basis of Settlement (Clause 9.C.) in the Contractors Tools and Equipment Coverage Form (TMI-C115) as follows:

If the insured tool or piece of equipment is:

- a. up to and including 5 calendar years of age from the original date of manufacture; and
- b. damaged by a peril insured against; and
- c. included on the tool and equipment schedule upon which the amount of insurance shown on the "declaration page" is based for an amount that represents at least 90% of the cost to replace that item with a new item of similar quality and ability; and
- d. shown to have a replacement value of greater than or equal to \$1,500;

the Insurer agrees to waive any deduction for depreciation and repair or replace (whichever is the lesser) that item.

Settlement will be made on this basis only when the item is repaired or replaced (whichever is the lesser). In no event will the Insurer pay more than the actual purchase price of the item based on the suggested list price at the original date of purchase or the actual replacement cost of the item (whichever is the lesser).

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