

**CONTRACTORS PACKAGE  
ADDITIONAL AGREEMENTS OF THE INSURER COVERAGE FORM**

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## **ADDITIONAL AGREEMENTS OF THE INSURER – COMMERCIAL PROPERTY BROAD FORM**

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED ON THE COMMERCIAL PROPERTY BROAD FORM (CMF-0005-1218) and CONTRACTORS TOOL AND EQUIPMENT COVERAGE – BROAD FORM (CMF-0010-1218).

ALL TERMS AND CONDITIONS STATED ON THE COMMERCIAL PROPERTY BROAD FORM (CMF-0005-1218) and CONTRACTORS TOOL AND EQUIPMENT COVERAGE - BROAD FORM (CMF-0010-1218) APPLY TO THIS COVERAGE FORM.

### **ADDITIONAL AGREEMENTS OF THE INSURER**

#### **THE FOLLOWING ADDITIONAL AGREEMENTS, SUBJECT TO THE POLICY CONDITIONS, SHALL NOT INCREASE THE AMOUNT OF INSURANCE**

##### **1. Amended Co-Insurance Clause**

The Co-Insurance (#4) clause contained in the Commercial Property Board Form (CMF-0005-1218) is replaced with the following:

This clause applies separately to each item for which a co-insurance percentage is specified on the “Declaration Page” and only where the total loss exceeds the least of 10% of the applicable amount of insurance or \$25,000.

The Insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the amount produced by multiplying the actual cash value of the property by the co-insurance percentage specified on the “Declaration Page”, and failing so to do, 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.

##### **2. 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 and/or re-identifying such brands or trademarks or other identifying characteristics.

##### **3. Building By-Law and Code Compliance Coverage**

This Additional Agreement, without increasing the amount of insurance and only as a result of direct damage caused by an insured peril, provides an extension to pay 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, construction or reconstructing the specified “building(s)” or structure(s) on the same site or on 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:
  - (i) 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**

We will pay the least 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.

We will not pay:

a) The additional cost caused by the enforcement of any by-law, regulation, ordinance or law which prohibits you 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 claim settlement of the Policy to which this Additional Agreement is attached.

#### **4. Growing Plants, Trees, Shrubs or Flowers in the Open**

Extension of Coverage 7(e) of the Commercial Property Broad Form (CMF-0005-1218) 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 clause 2.j. or from theft or attempt thereat. This extension of coverage shall be limited to a maximum recovery of \$750 for each growing plant, tree, shrub or flower in the open including debris removal expense.

#### **5. Personal Property of Officers, Employees, Volunteers and Visitors**

Extension of Coverage 7(c) of the Commercial Property Broad Form (CMF-0005-1218) is replaced with the following:

At the option of the Insured, "equipment" also includes personal property of the Insured's officers, employees, volunteers and visitors. 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 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".

#### **6. Power Fluctuation Coverage**

The Insurer will indemnify the Insured for any direct loss or damage to insured "content(s)" caused by a power fluctuation, meaning a sudden rise or fall of electrical power that is not caused by lightning. This extension will not apply:

- a) to property undergoing any process or while being worked on where the damage results from such process or work;
- b) to the property item which generated the power fluctuation;
- c) to any loss for which indemnity is provided under an Equipment Breakdown Rider.

#### **7. Waiver of Depreciation Clause**

Condition Clause e (Basis of Settlement) of the Contractors Tool and Equipment Coverage – Broad Form (CMF-0010-0715) is amended 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;
- 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.

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

Settlement will be made on the 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).

**EACH OF THE FOLLOWING ADDITIONAL AGREEMENTS, SUBJECT TO THE POLICY CONDITIONS, IS COVERED UP TO THE LIMIT SHOWN ON THE "DECLARATION PAGE" AS ADDITIONAL AGREEMENTS #8 TO #35**

**THE LIMIT APPLIES TO BOTH DIRECT AND/OR INDIRECT LOSS OR DAMAGE FOR WHICH INDEMNITY IS PROVIDED BY THIS POLICY**

**8. Accounts Receivable**

The Insurer will indemnify the Insured for all sums due to the Insured from customers, provided that the Insured is unable to effectively collect them as a direct result of loss of or damage to records of accounts receivable contained on the insured "premises" and resulting from a peril insured against. This extension of coverage also includes the following:

- a) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss, destruction or damage.
- b) Collection expense in excess of normal collection cost and made necessary because of such loss, destruction or damage.
- c) Other expenses, when reasonably incurred by the Insured in re-establishing records of accounts receivable following such loss, destruction or damage.

**9. 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. 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 Policy.

**10. Bailee's Coverage For Customers' Goods**

This Coverage Form provides 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 (CMF-0005-1218).

**11. Building Damage by Theft**

Extension of Coverage 7(d) of Commercial Property Broad Form (CMF-0005-1218) is replaced with the following:

This Form is extended to insure damage (except by fire) to that part of a "building" occupied by the Insured directly resulting from theft or any attempt theft 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.

**12. Contingent Loss of Income**

Loss of Income coverage if shown on the "Declaration Page" is hereby extended, subject to all the terms and conditions, provisions and limitations of this Policy, to include 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.

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.

### **13. Data**

Coverage is provided 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 of the Insurer #6. Coverage is limited to the actual cash value (depreciated value) of such "data". Coverage doesn't 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.

### **14. 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 (CMF-0005-1218) this Additional Agreement provides additional limit to cover debris removal expenses.

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 threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape or "pollutants".

### **15. Environmental Upgrades**

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 environmental friendly material or modes of construction 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 and/or repair and/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 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;
- b) 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.

### **16. Extra Expense Coverage**

This Coverage Form provides coverage 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.

When used in this Additional Agreement, the term “extra expense” shall mean 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. When used in this Additional Agreement the term “normal” shall mean the condition that would have existed had no loss occurred. When used in this Additional Agreement the term “period of restoration” shall mean 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 an insured peril.

#### 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.

#### **17. Fine Arts**

This Coverage Form provides coverage for unscheduled fine arts that are not “stock” only while the fine arts are at the location specified on the “Declaration Page”.

#### **18. Fire Department Charges**

We will reimburse you for fire department charges incurred for attending “premises” insured under this Policy to save or protect insured property from loss or damage, or further loss or damage insured against by this Policy.

#### **19. Glass**

Coverage is provided for all loss or damages to exterior glass, lettering, ornamentation and burglar foils thereon, caused by accidental breakage of such glass.

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

- a) loss or damage directly or indirectly from fire whether in the “premises” described in the “Declaration Page” or elsewhere;
- b) loss or damage caused directly or indirectly by the perils excluded in Perils Excluded section 6.B of the Commercial Property Broad Form (CMF-0005-1218);
- c) the cost of removing or replacing any fixtures or other obstructions to the replacement of the glass.

#### **20. Leasehold Interest (Rents)**

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

- a) arises from the termination of your lease by your landlord, in accordance with the terms of your lease; and
- b) the termination of your lease is caused by damage to the “building” by perils insured against on this Policy; and
- c) you enter into a new lease of premises of like kind and size for the purpose of continuing your operations.

The Insurers liability under this Additional Agreement is limited to the actual increase in rents for the period beginning with the termination of your 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 liability for any loss resulting from you 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.

#### **21. Master Key**

Coverage is provided 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) and/or lock(s) as the result of an insured peril damaging or destroying insured property.

## **22. Media**

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 an insured peril. Coverage doesn't apply to "media" that cannot be replaced with other "media" of like kind and quality.

## **23. Off Premises Stock and Equipment**

Coverage is provided 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 extension apply to contractor's stock, equipment and tools.

## **24. Off Premises Utilities Interruption**

Loss of Income coverage if shown on the "Declaration Page" is hereby extended, subject to all the terms and 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 within 25 kilometres of the "premises". Such public utility property includes plants, transformer or switching stations, sub-stations, transformers, pumping stations which furnish heat, light, power or gas to the Insured "premises", provided such loss or damage is caused directly by the peril insured against under this Policy to "building(s)", structure(s), machinery, "equipment" or "stock" as described on the "Declaration Page". This Additional Agreement does not cover Loss of Income during the first 24 consecutive hours of loss of "services" or "service interruption" directly or indirectly arising from:

- a) loss or damage to electrical transmission lines or distribution lines or their supporting structure(s);
- b) loss of or reduction of "services" due to lack of sufficient capacity; or
- c) an intentional reduction in the supply of "services".

As used in this Additional Agreement:

"Services" means electricity, water, gas or steam.

"Service Interruption" means loss of "services" for a period exceeding 24 (twenty-four) consecutive hours.

## **25. Parcel Post**

Coverage is provided for "equipment" and "stock" in any one package in course of transit by parcel post for loss caused by a peril insured against.

## **26. Pollution Damage – Insured Premises**

### **a) Indemnity Agreement**

The Insurer will indemnify the Insured, subject to the deductible, for expenses incurred to "clean-up" "pollutants" from land or water at the "premises" provided the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of "pollutants":

- (i) is occasioned by loss or damage to property insured at the "premises" for which insurance is afforded under the Policy to which this Coverage Form is attached;
- (ii) is sudden, unexpected and unintentional from the standpoint of the Insured; and
- (iii) is required to be reported to a provincial authority; 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 the amount of insurance specified in the "Declaration Page" for Additional Agreements #8 - #34.

### **c) Reinstatement**

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

### **d) Additional Exclusions**

The Insurer shall not be liable for:

- (i) 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:
- (i) It is a condition precedent to recovery under this extension that all expenses insured by this extension be incurred and reported to the Insurer with 180 (one hundred and eighty) days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of “pollutants” for which “clean-up” expenses are being claimed.

### **27. Professional Fees**

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.

### **28. Rental Equipment**

If the “Declaration Page” shows the Contractor’s Tool and Equipment Coverage - Broad Form (CMF-0010-0715) has been purchased this Additional Agreement provides coverage for contractor’s tools and “equipment” of any kind which may be rented, leased or borrowed by the Insured from others for up to 30 (thirty) days from the time such property comes in to the custody of the Insured. This coverage is subject to the terms and conditions of the Contractor’s Tool and Equipment Coverage - Broad Form (CMF-0010-0715) including Condition a (Deductible).

There will be no coverage under this Additional Agreement unless:

- a) an accurate written record of all “equipment” rented for up to 30 (thirty) days is kept by the Insured showing the acquisition date, description and actual cash value of each piece of “equipment” rented; and
- b) access to these records are provided to the Insurer or their duly appointed representative, when required as it relates to coverage on this insurance Policy.

### **29. Reward**

This Additional Agreement provides a payment of a reward, 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 persons 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 persons to whom a reward is paid and as to the size of the reward paid after costs for advertising the reward are deducted.

### **30. Sales Representative**

Coverage is provided for “equipment” and “stock” while off “premises” in the custody of a sales representative of the Insured.

### **31. Signs**

Coverage is provided for direct physical loss or damage to exterior signs located on the “premises” to the limit shown on the “Declaration Page” for Additional Agreements #8 - #34.

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



- a) Loss or damage caused directly or indirectly by the perils excluded in section 6.B Perils Excluded of the Commercial Property Broad Form (CMF-0005-1218).

### **32. Stock Spoilage**

The insurance under this Policy is extended to cover physical loss of or damage to “stock” or “content(s)” on the “premises” caused by dampness or dryness of atmosphere or change of temperature. The dampness or dryness of atmosphere or change of temperature must be the direct result of (a) or (b) below.

- a) Physical loss of or damage to “building”, “equipment” or “content(s)”, including supply or transmission lines and pipes and their connections furnishing “services”, on the “premises”.

The physical loss or damage must directly result from a peril insured against. The part of the “building” or of the “equipment” or “content(s)” that sustains loss or damage must be used for refrigerating, cooling, humidifying, heating or for generating or converting power.

- b) Interruption to the supply of “services” to the “premises”.

The interruption must be caused by physical loss of or damage to apparatus that generates or supplies such “services” to the “premises”. The physical loss or damage must directly result from a peril insured against.

The apparatus that sustains loss or damage must be located on or within 1 (one) kilometre of the “premises”.

As used in this Additional Agreement:

“Services” means electricity, water, gas or steam.

This extension does not cover loss or damage resulting from partial or total interruption to the supply of “services” arising from:

- (i) loss or damage to any electrical transmission lines or distribution lines or their supporting structure(s), except for those located on the “premises”;
- (ii) lack of sufficient capacity; or
- (iii) intentional reduction in supply; or
- (iv) any loss for which indemnity is provided under an Equipment Breakdown Rider.

### **33. Transit**

Coverage is provided for “equipment” and “stock” in transit (other than by parcel post) in owned vehicles or by common carrier.

### **34. Valuable Papers and Records**

Coverage is provided for the extra expense necessarily incurred in the cost of compiling books of account, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing, all the property of the Insured, when such records are damaged by a peril insured against.

**THE FOLLOWING ADDITIONAL AGREEMENTS, SUBJECT TO POLICY CONDITIONS, ARE IN ADDITION TO THE AMOUNT OF INSURANCE APPLYING UNDER THIS POLICY**

### **35. 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.

- 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 extension 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 extension applies.
- e) In this Additional Agreement, “premium due date” means the inception, renewal or anniversary date of this Policy to which this Additional Agreement is attached.

**36. 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 “content(s)” up to a limit of \$500,000. This shall cover new “building(s)” or additions to an existing “building” or additional “content(s)” all to be used in conjunction with the expansion of the Insured’s existing business. This additional coverage shall cease 60 days from the date construction begins or “content(s)” 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 “content(s)” arrive at the “premises”.

**37. Peak Season Stock Increase**

Up to 50% of the total amount(s) specified for “stock” may be applied to increase the “stock” limit for 4 months (120 consecutive days) 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.