

## **BUILDERS RISK COVERAGE BROAD FORM**

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 9 DEFINITIONS

### **1. Indemnity Agreement**

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

- a. The "replacement cost" value of the property and the labour costs at the time of loss or damage but in no event to exceed the amount necessarily expended for "replacement";
- b. The interest of the Insured in the property;
- c. The limit of insurance specified on the "Declaration Page" in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the limit of insurance as specified on the "Declaration Page".

### **2. Insured Property**

This Coverage Form, except as provided in this Coverage Form, insures the following property at the "project site" to the limit of insurance as specified on the "Declaration Page":

- a. Property in the course of construction, installation, reconstruction or repair other than property as described in 2b and 2c:
  - i) Owned by the Insured;
  - ii) Owned by others, provided that the value of such property is included in the limit of insurance;

all to enter into and form part of the completed project including expendable materials and supplies, not otherwise excluded, necessary to complete the project.
- b. Landscaping, growing trees, plants, shrubs or flowers provided that the value of such property is included in the limit of insurance. This property is insured only to the extent that "replacement" and restoration is necessary to complete the project.
- c. Temporary buildings, scaffolding, falsework, forms, hoardings, excavation, site preparation and similar work, provided that the value of these is included in the amount of insurance then only to the extent that "replacement" or restoration is necessary to complete the project.
- d. Temporary infrastructures, utilities, dewatering systems, protective equipment and site offices, including contents within the site offices then only to the extent that "replacement" or restoration is necessary to complete the project.

### **3. Extensions of Coverage**

The following extensions of coverage shall not increase the limit of insurance applying under this Coverage Form and are subject to all conditions of this Coverage Form.

- a. **Removal:** If any of the insured property is necessarily removed from the "project site" to prevent loss or damage or further loss or damage thereto, that part of the insurance under this Coverage Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 7 days only or for the unexpired term of the Policy, if less than 7 days, insure the property removed and any property remaining at the "project site" 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.
- b. i) **Debris Removal:** The Insurer will indemnify the Insured for expenses incurred in the removal from the "project site" of debris of the property insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this Coverage Form. The amount payable under this extension shall not

exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.

If applicable, debris removal expense shall not be considered in the determination of "actual cash value" for the purpose of applying the co-insurance clause.

Debris removal will not apply to the costs or expenses to "clean-up" "pollutants" from land or water or for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

ii) **Removal of Windstorm Debris:** The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Coverage Form but which has been blown by windstorm upon the construction "project site".

Removal of windstorm debris will not apply to the costs or expenses to "clean-up" "pollutants" from land or water or for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

- c. **Offsite Coverage:** This Coverage Form insures the property described in section 2:
- i) while in transit in Canada and continental United States of America (excluding Alaska) for the limit of insurance as specified on the "Declaration Page";
  - ii) at any location in Canada and continental United States of America (excluding Alaska) other than in transit or while being manufactured or undergoing any process, for the limit of insurance as specified on the "Declaration Page".
- d. **Permission:** The Insurer hereby grants permission to the Insured to immediately carry out necessary and reasonable repairs which can be undertaken by the Insured in respect of partial damage insured herein, up to a maximum of \$10,000 but not exceeding any applicable limit of liability. If insurance in respect of such repairs is provided by this Coverage Form and subject to the deductible and any limit of liability stated in Section 2, the Insurer will reimburse the Insured for their proportion of the actual cost of such repairs. Nothing in this clause shall be deemed to have waived the requirement that notice of loss be given forthwith to the Insurer as provided by this Coverage Form.

#### 4. Deductible

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the "Declaration Page" in any one "occurrence". If one "occurrence" could lead to the application of more than one deductible only the largest deductible will apply.

#### 5. Insured Perils

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

#### 6. Property Excluded

This Coverage Form does not insure loss of or damage to:

- a. Property at a "project site", which to the knowledge of the Insured is vacant, unoccupied, or has been shut down for more than 30 consecutive days.
- b. 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, provided such perils are not excluded in 7A, 7B, 7C, 7D, 7E, or 7F
- c. Money, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidence of debt or title.
- d. Automobiles, watercraft, amphibious or air cushioned vehicles, aircraft, unmanned air vehicles, spacecraft, trailers, motors or other accessories attached to or mounted on such property.

- e. Property illegally acquired, kept, stored, transported or property subject to forfeiture, seized or confiscated for breach of any law or by order of any public authority.
- f. Property
  - i) while waterborne, from the commencement of loading until completion of discharge except on a ferry, railway car or transfer barge or all in connection with land transportation;
  - ii) insured under a marine or ocean cargo policy;
  - iii) aboard or being transported by any aircraft.
- g. "Contractor's" tools and equipment including spare parts and accessories whether owned, loaned, hired or leased, other than property specified in 2(c).

## **7. Perils Excluded**

- A.** This Coverage Form does not insure against loss or damage resulting from, contributed to or caused directly or indirectly by:
- a. the cost of making good:
    - i) faulty or improper material;
    - ii) faulty or improper workmanship;
    - iii) faulty or improper design;
 unless physical damage not otherwise excluded by this policy results, in which event this coverage form will insure such "resultant damage";
  - b. penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions or costs incurred solely in an effort to eliminate or reduce penalties or liquidated damages for which the Insured may be contractually liable;
  - c. any increase in the "replacement cost" occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law;
  - d. wear and tear, gradual deterioration, maintenance and repair, latent defect or inherent vice, provided, however, to the extent otherwise insured and not otherwise excluded under this Coverage Form, "resultant damage" to the property is insured;
  - e. mysterious disappearance or shortage of insured property disclosed on taking inventory;
  - f. cessation of work or by interruption of construction, unless directly caused by a peril otherwise insured and not otherwise excluded under this Coverage Form;
  - g. by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings therein, foundations, basement floors, sidewalks, sidewalk lights, or by the backing up of sewers, sumps, septic tanks or drains, unless concurrently and directly caused by a peril not otherwise excluded under this Coverage Form;
  - h. by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded under this Coverage Form
  - i. earthquake, except for ensuing loss or damage which results directly from fire, "explosion", smoke or "leakage from fire protective equipment", provided such perils are not otherwise excluded in this Coverage Form;
  - j. "flood", including waves, tides, tidal waves, tsunamis, storm surge whether caused by "Coastal Flooding" or "Shoreline Flooding, but this exclusion does not apply to ensuing loss or damage which results directly from fire , "explosion", smoke or "leakage from fire protective equipment", provided such perils are not otherwise excluded in this Coverage;

- k. centrifugal force, mechanical or electrical breakdown or derangement provided, however to the extent otherwise insured and not otherwise excluded under this Coverage Form, “resultant damage” to the property shall be insured;
- l. rust or corrosion, frost or freezing or contamination unless caused directly by a peril not otherwise excluded in this Coverage Form;
- m. dampness or dryness of atmosphere, changes of temperature, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by fire, lightning, “explosion”, “impact by aircraft, spacecraft or land vehicle”, riot, strike, vandalism, malicious acts, rupture of pipes or breakage of apparatus, theft or attempt thereof or accident to transporting conveyance provided such perils are not otherwise excluded in this Coverage Form;
- n. smoke from agricultural smudging or industrial operations;
- o. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in this Coverage Form;
- p. delay, loss of market or loss of use or occupancy;
- q. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- r. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, by contamination by radioactive material or any law amendatory thereof or nuclear “explosion”, except for ensuing loss or damage which results directly from fire, lightning or “explosion” of natural, coal or manufactured gas;
- s. any dishonest, fraudulent or criminal act on the part of the Insured, partner or any other party of interest, employees or agents (Directors, Officers, Trustees or Managers) of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted) where acting alone or in collusion with others, but this exclusion does not apply to physical damage caused directly by employees of the Insured, which results from peril otherwise insured and not otherwise excluded under this Coverage Form;
- t. loss directly or indirectly, approximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
- u. the disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning;
- v. property used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Cannabis Act, whether or not the insured is aware of such use of the property.

## **B. Asbestos Exclusion**

This Coverage Form does not insure against asbestos material removal or demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material or any government direction declaring that asbestos material present in, or part of, or utilized on any portion of the insured “project site” must be removed or modified.

## **C. Data and Data Problem Exclusion**

- a. This Coverage Form does not insure “Data”.

- b. This Coverage Form does not insure loss or damage caused directly or indirectly by "Data Problem". However, if loss of damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire or lightning, "explosion", "impact by aircraft, spacecraft or land vehicle", "leakage from fire protective equipment", "windstorm or hail", this exclusion b. shall not apply to such resulting loss or damage.

#### **D. Fungi and Spores Exclusion**

This form does not insure:

- a. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:
  - i) if the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this coverage form, or
  - ii) to loss or damage caused directly by a resultant peril not otherwise excluded in this coverage form;
- b. the cost or expense for any testing, monitoring, evaluation or assessing of "fungi" or "spores".

#### **E. Pollution Exclusion**

This Form does not insure against:

- a. loss or damage caused directly or indirectly by 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", but this exclusion does not apply:
  - i) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
  - ii) to loss or damage caused directly by a peril not otherwise excluded under this Form;
- b. 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".

#### **F. Terrorism Exclusion**

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism", regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss or damage except for ensuing loss or damage which results directly from fire or "explosion";

### **8. Conditions**

#### **a. Basis of Settlement**

Any claim for loss or damage insured hereunder shall be adjusted with the Named Insured and the measure of recovery shall be based on the cost of repairing, replacing or reinstating (whichever is the least) with new material of like kind and quality and for like occupancy, on the same site without deduction for depreciation and normal profit and overhead of insured "contractors", "subcontractors", and consultants provided that:

- i) liability shall in no event exceed the amount actually and necessarily expended for repairs, "replacement" or reinstatement; and
- ii) liability shall in no event exceed the applicable limit of insurance specified in the "Declaration Page" for this Coverage Form.

If the property is not repaired, replaced or reinstated the measure of recovery shall be the actual cash value of the property at the time of loss.

Any "contractor" or "subcontractor" insured hereunder shall be entitled to recovery of the normal margin of profit on repairs, "replacement" or reinstatement done by an Insured or for an Insured, of property loss or damage of which is insured hereunder. This margin of profit shall not apply to materials and supplies which have not entered into construction at the time of loss.

#### **b. Co-Insurance**

This clause applies to each item for which a co-insurance percentage is specified on the "Declarations Page" and only where the total loss exceeds the lesser of 5% of the applicable amount or \$10,000

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.

c. **Bills of Lading**

The Insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of carriage as are ordinarily issued by carriers, containing a limitation as to value of goods and/or merchandise, but only in connection with the insured construction "project site".

d. **Breach of Conditions**

Where damage or a loss occurs and there has been a breach of condition relating to a matter before the happening of the damage or loss, which breach would otherwise disentitle the Insured from recovery under this Coverage Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the damage or loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the construction "project site" over which the Insured has no control.

If a condition is breached the Insurer is automatically discharged from liability in respect to a claim for loss or damage and therefore has no reason to suggest that in the circumstances of a breach of condition the Insurer should not be free to elect whether to reject or accept the claim for damage or loss.

e. **Cessation of Coverage**

This Coverage Form ceases to insure the construction "project site":

- i) when the insured construction "project site" is formally accepted by the owner as being complete; or
- ii) when left unattended for more than 30 (thirty) consecutive days or when construction activity has ceased for more than 30 (thirty) consecutive days; or
- iii) the expiration of this insurance;

whichever first occurs.

f. **Inspection**

The Insurer shall be permitted to inspect the insured construction "project site" and operations at any reasonable time during the Policy period and any extension thereof. The Insurer waives no right and undertakes no responsibility by reason of such inspection or the omission thereof.

g. **Loss Adjustment**

Any claim for loss or damage under this Coverage Form shall be adjusted with, if named herein, the Owner or the General Contractor.

h. **Other Insurance**

The Insurer shall not be liable hereunder for more than the proportion of any loss or damage which the amount of this Coverage Form bears to the total of insurance under all contracts attaching, irrespective of whether such other contracts provide extended coverage:

- i) if this Coverage Form covers two or more items this clause shall apply separately to each item; and
- ii) if the Insured has at the date of this Policy any other insurance on property covered hereby, which is not disclosed to the Insurer or hereafter effects any other insurance thereon without the written consent of the Insurer, this Policy shall be void.

i. **Premium Adjustment**

This clause is applicable only if the premium terms for this Coverage Form is on a reporting basis and an adjustable rate (provisional) is being applied. The following will apply:

- i) Within 30 days after the construction project ends or the termination or expiration of this policy, the Insured shall report to the Insurer the actual completed contract price and the value of any property not included in such completed contract price and insured herein or in the absence of a contract price, the Insured shall report the total completed value of the construction project.
- ii) Within 30 days after the construction project ends or the termination or expiration of this policy, the Insured shall report to the Insurer the actual completed construction project end date.

The actual premium shall be calculated from the inception date of this Coverage Form or from the actual start date of the construction at the "project site" to the actual construction completion date of the construction project, on the total contract price or value reported, at the rate agreed upon.

If the premium so calculated exceeds the provisional premium, the Insured shall pay to the Insurer the amount of such excess. If such premium is less than the provisional premium, the Insurer shall refund to the Insured the amount of the difference.

j. **Reinstatement**

Damage or loss under any item of this Coverage Form shall not reduce the applicable limit of insurance.

k. **Subrogation**

The Insurer, upon making any payment or assuming liability therefor under this Coverage Form, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Coverage Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

However, the Insurer shall retain their subrogated rights against architects and engineers for their liability in the event of loss or damage caused by or resulting from any error in design or any other professional error or omission pertaining to the subject of this insurance.

l. **Verification of Values**

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the term of this Coverage Form or within a year after terminating or expiration to inspect the property insured and to examine the insured's books, records and such policies as they relate to any property insured hereunder. This inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Coverage Form.

**9. Definitions**

Wherever used in this Coverage Form:

- a. **"Actual Cash Value"** will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation. In determining the proper deduction for depreciation, "we" will consider:
  - a. The use of the property and its obsolescence;
  - b. Its resale value; and
  - c. Its normal life expectancy.
- b. **"Clean-up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to the aforementioned processes.
- c. **"Coastal Flooding"** means flooding that occurs along the coasts of saltwater oceans or seas.
- d. **"Contractor"** means any person, firm or corporation entering into a contract with or agreeing with or being requested by the owner to provide, supply or lease work, services, materials, or equipment, or any combination thereof, in connection with the insured construction project.

Contractor will not include consulting engineers, consulting architects, or suppliers who perform no work at the insured construction "project site".

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

- f. **"Data Problem"** means:
- i) erasure, destruction, corruption, misappropriation, misinterpretation of "data"; or
  - ii) error in creating, amending, entering, deleting or using "data"; or
  - iii) inability to receive, transmit or use "data".
- g. **"Declaration Page"** means the Declaration Page applicable to this Coverage Form.
- h. **"Explosion"** means, except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting or of the following property owned, operated or controlled by the Insured:
1.
    - a. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
    - b. piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
    - c. the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
    - d. smelt dissolving tanks;
  2. other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
  3. moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
  4. any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosion;
  5. gas turbines;

The following are not explosions within the intent or meaning of this section:

1. electric arcing or any coincident rupture of electrical equipment due to such arcing;
  2. bursting or rupture caused by hydrostatic pressure or freezing;
  3. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- i. **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or "spore(s)" or resultant mycotoxins, allergens, or pathogens.
- j. **"Flood"** means the rising of, the breaking out or overflow of any inland body of "water" whether natural or man-made but does not include "coastal flooding" or "shoreline flooding".
- k. **"Great Lakes"** means the lakes known as Lake Erie, Lake Huron, Lake Michigan, Lake Ontario and Lake Superior
- l. **"Impact by Aircraft, Spacecraft or Land Vehicle"** The terms aircraft and spacecraft include articles dropped therefrom. There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:
- i) caused by land vehicles belonging to or under the control of the insured or any of his employees;
  - ii) to aircraft, spacecraft or land vehicles causing the loss;
  - iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of buildings.
- m. **"Leakage from Fire Protective Equipment"** means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the construction "project site" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.



Fire Protective Equipment includes tanks, water mains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

- i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
  - ii) any water mains or appurtenances located outside of the construction "project site" and forming a part of the public water distribution system;
  - iii) any pond or reservoir in which the water is impounded by a dam.
- n. "**Occurrence**" means any one loss, disaster or casualty or series of losses, disasters or casualties arising out of one event. If the same event continues for a period of time, the event shall be deemed to be one occurrence. If the inception of the loss commences prior to the date of the expiration of this Coverage Form, then the Insurer will be liable for any loss incurred after the expiration of this Coverage Form if caused by such event.
- o. "**Pollutants**" means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- p. "**Project Site**" means the building or project location as described on the "Declaration Page"; or multiple building or project locations as reported to the Insurer.
- q. "**Replacement**" includes repair, construction or reconstruction with new property of like kind and quality.
- r. "**Replacement Cost**" means the cost of replacing, repairing, constructing or reconstruction (whichever is the least) the property on the same construction "project site" with new property of like kind and quality and for like occupancy without deduction for depreciation.
- s. "**Resultant damage**" means physical damage to the insured property other than the cost of rectifying the defect or fault that caused the physical damage. The cost of rectifying the defect or fault (the cost of making good) shall be the cost which the Insured would have incurred to do so had such defect or fault been discovered immediately before the physical damage occurred and rectified at that time.
- t. "**Shoreline Flooding**" means flooding that occurs along the shoreline of any of the "Great Lakes".
- u. "**Spore(s)**" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
- v. "**Subcontractor**" means:
  - i) any person, firm or corporation entering into a contract with any "contractor", and
  - ii) any person, firm, or corporation entering into a contract derived through any such contract with a "contractor" to provide, supply, or lease work, services, materials, or equipment, or any combination thereof, in connection with the insured construction project referenced to as part of this Coverage Form.

Subcontractor will not include consulting engineers, consulting architects, or suppliers who perform no work at the insured construction project referenced to as part of this Coverage Form.
- w. "**Terrorism**" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any individual(s), group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
- x. "**Water**" means the chemical element defined as H<sub>2</sub>O only in its liquid state.

ALL STATUTORY CONDITIONS AND ADDITIONAL CONDITIONS APPLY TO THIS COVERAGE FORM.

