

BUILDING AND BUSINESS CONTENTS COVERAGE FORM (Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G. DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property at the "premises" described in the Declarations caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means the following types of property for which an Amount of Insurance is shown in the Declarations:

Coverage A - Buildings

We insure buildings or structures at the "premises" described in the Declarations, including:

- (a) Other buildings or structures at such "premises", including garages, storage buildings, shipping containers and unlicensed trailers used for storage;
- (b) Permanently installed fixtures, fittings, machinery and equipment;
- (c) Outdoor signs, if permanently attached to a covered building;
- (d) Outdoor fixtures;
- (e) Materials, equipment and supplies on the "premises", owned by you and used to maintain or service an insured building or structure or its "premises";
- (f) Completed additions;
- (g) If not covered by other insurance:
 - (i) Additions under construction, alterations and repairs to the building or structure;
 - (ii) Materials, equipment, supplies and temporary structures, used for making additions, alterations or repairs to an insured building or structure.
- (h) Growing plants, trees, shrubs and flowers used for decorative purposes inside a building you own.

Coverage B - Business Contents

We insure Business Contents located in or on the buildings at the described "premises" including:

- (a) Property you own that is used in your business, including furniture, fixtures, machinery, equipment, "stock" and work or goods in progress;
- (b) Similar property owned by others that is in your care, custody or control and that you are contractually obligated to insure, or for which you are legally liable for loss or damage.
- (c) (i) Tenants' improvements and betterments, including those completed by a previous tenant. Improvements and betterments are fixtures, alterations, installations or additions:
 - (1) Made a part of the building or structure you occupy but do not own; and
 - (2) You acquired or made at your expense but cannot legally remove.
- (ii) If the "premises" is a condominium "unit" that you own, the improvements, betterments, fixtures and alterations within your "unit", including those completed by a previous tenant.

Coverage B does not include any property described in Coverage A.

Coverage C - Property of Every Description

We insure Buildings and Business Contents as described in **Coverage A - Buildings** and **Coverage B - Business Contents** above.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

- (a) Money, "cash cards", electronic currency (e-currency), notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title;
- (b) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;
This exclusion (b) does not apply to:
 - (i) Watercraft, amphibious or air cushion vehicles, land vehicles or self-propelled machines (other than licensed automobiles), that you hold for sale or that have been sold but not delivered;
 - (ii) Unlicensed automobiles or unlicensed trailers held for sale or used in your business when on your "premises";
- (c) Crops, lawns, trees, shrubs, flowers or plants (other than "stock" of trees, shrubs, flowers or plants), all while outside buildings.



This exclusion (c) does not apply to lawns, trees, shrubs, flowers or plants on a vegetative roof; however, loss or damage caused by or resulting from the following perils is not insured:

- (i) Dampness or dryness of atmosphere;
- (ii) Changes in or extremes of temperature, heating or freezing; or
- (iii) Rain, snow, ice, sleet or hail;
- (d) Animals, fish or birds. This exclusion (d) does not apply to loss or damage caused directly by:
 - (i) A "Named Peril"; or
 - (ii) Theft or attempted theft;to animals, fish or birds that are not "livestock";
- (e) Sewers, drains and watermain located beyond the outside walls or foundation of your building. This exclusion (e) does not apply to loss or damage to sewers, drains or watermain located within the property lines of your "premises", caused directly by a "Named Peril".
- (f) Property which, to your knowledge, has been vacant, unoccupied or shut down for more than 60 consecutive days. A building that is under construction, will not be considered vacant, unoccupied or shut down.
- (g) Bridges, roadways, walkways, parking lots or other exterior paved surfaces;
- (h) Property:
 - (i) Insured under the terms of any marine insurance; or
 - (ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
- (i) Property after the time it leaves your custody if it is:
 - (i) Loaned, rented or leased to others; or
 - (ii) Sold by you under conditional sale, installment payment or other deferred payment plan.This exclusion (i) does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk.
- (j) Land, land value, water or groundwater. This exclusion (j) does not apply to packaged water products or water inside a storage tank that is used in your manufacturing or processing operations.
- (k) Property:
 - (i) Illegally acquired, kept, stored or transported; or
 - (ii) Seized or confiscated for breach of any law or by order of any public authority.
- (l) Property containing any polychlorinated biphenyls (also known as PCBs);
- (m) Any:
 - (i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or
 - (ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.
This exclusion (m) does not apply to:
 - (1) Manually portable gas cylinders;
 - (2) Explosion of natural, coal or manufactured gas; or
 - (3) Explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;
- (n) "Fine arts";
- (o) "Crop inputs" or "crop outputs". This exclusion (o) does not apply to "crop inputs" that you hold for sale or that have been sold but not delivered.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

- (a) In whole or in part, by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**.
This exclusion (a) does not apply to Insured Property in transit;
- (b) In whole or in part, by "flood". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", riot, vandalism or malicious acts, all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**, and theft or attempted theft.
This exclusion (b) does not apply to Insured Property in transit or loss or damage caused directly by leakage from a watermain or "water container";



- (c) (i) (1) By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights;
(2) By water under the ground surface exerting pressure on any foundation or basement wall; or
(3) By the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by a peril not otherwise excluded;
- (ii) (1) By the entrance of rain, sleet or snow through doors, windows, skylights, roof drains or other similar wall or roof openings; or
(2) By the entrance of water or natural precipitation diffused over the surface of the roof or balcony, unless through an aperture concurrently and directly caused by a peril not otherwise excluded;
- (d) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;
- (e) (i) By dampness or dryness of atmosphere;
(ii) By changes in or extremes of temperature, or by heating or freezing; or
(iii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.
This exclusion (e) does not apply to:
 - (1) Loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in (m) of Section B.1. **Excluded Property;**
 - (2) Damage to pipes caused directly by freezing, unless such pipes are excluded in (e) and (m) of Section B.1. **Excluded Property;**
 - (3) Loss of or damage to Insured Property other than "stock" caused directly by a "Named Peril", theft or attempted theft; or
 - (4) Loss or damage caused directly by an accident to a transporting conveyance;
- (f) (i) By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
(ii) By contamination;
(iii) By marring, scratching or crushing.
This exclusion (f) does not apply to loss or damage caused directly by:
 - (1) "Named Perils";
 - (2) Rupture of pipes or breakage of apparatus not excluded in (e) and (m) of Section B.1. **Excluded Property;**
 - (3) Theft or attempted theft;
 - (4) An accident to a transporting conveyance;
- (g) By smoke from agricultural smudging or industrial operations;
- (h) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.
This exclusion (h) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;
- (i) By delay, loss of market, or loss of use or occupancy;
- (j) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- (k) (i) By any nuclear incident (as defined in the *Nuclear Liability and Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section G. **DEFINITIONS;**
(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- (l) (i) By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
(iii) By any dishonest or criminal act committed by anyone, except as stated in (l) (ii), when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.
This exclusion (l) (iii) does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.
These exclusions (l) (i) and (l) (iii) above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;
- (m) By snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to Business Contents, property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section G. **DEFINITIONS;**
- (n) By explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
 - (i) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
 - (ii) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;



- (iii) Other vessels and apparatus and their connected pipes 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, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
- (iv) Moving or rotating machinery or its parts;
- (v) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;
- (vi) Gas turbines.

This exclusion (n) does not apply to loss or damage caused by resultant fire;

- (o) By settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to Business Contents or to loss or damage caused directly and concurrently by a peril not otherwise excluded;
- (p) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.
This exclusion (p) applies whether or not the building or structure has sustained direct physical loss or damage;
- (q) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;
- (r) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;
- (s) By rain, snow, ice or sleet to Business Contents in the open;
- (t) By unauthorized instructions to transfer property to any person or to any place;
- (u) (i) By wear and tear;
(ii) By rust, corrosion, oxidation or chemical reduction;
(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion (u) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

- (v) By faulty, improper or defective material, workmanship or design.
This exclusion (v) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;
- (w) By unexplained loss, mysterious disappearance, or the shortage of Business Contents disclosed on taking inventory;
- (x) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency;
- (y) To Business Contents while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion (y) does not apply to loss or damage caused directly by resultant fire or explosion.

SECTION II

(a) Pollution

We will not pay for:

- (i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:
 - (1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or
 - (2) To loss or damage caused directly by a resultant peril not otherwise excluded;
- (ii) The 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".

(b) Data

- (i) We will not pay for loss or damage to "data".
- (ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion (b)(ii) does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section G. **DEFINITIONS**;

(c) Fungi and Spores

We will not pay for:

- (i) 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:
 - (1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or
 - (2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- (ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Communicable Disease

We will not pay for:

- (i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".
 - (ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of "communicable disease".
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) Cyber Loss

We will not pay for:

- (i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or
- (ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. LIMITATIONS

1. Cannabis

We will not pay for loss or damage to that quantity of cannabis or cannabis product that is in excess of any federal or applicable provincial or territorial legal limit.

2. Furs, Jewellery and Precious Stones

We will not pay more than the following limits for each group of property below, unless the loss or damage is caused by "Named Perils":

- (a) \$5,000 for furs, fur garments and garments trimmed with fur;
- (b) \$5,000 for jewels, jewellery, watches, pearls, precious stones or semi-precious stones. This limit does not apply to jewellery and watches worth \$100 or less per item; or
- (c) \$2,500 for bullion, platinum and other precious metals or their alloys.

3. Glass

We will not pay for loss or damage to exterior glass or vitrolite or any lettering or ornamentation on either, unless the loss or damage is caused by "Named Perils".

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy And Property Conditions:

1. Co-insurance Clause

This clause applies separately to each item for which a co-insurance percentage is shown in the Declarations and only where the amount of loss or damage exceeds the lesser of 5% of the applicable amount of insurance or \$25,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage shown in the Declarations. If you fail to do so, you will be entitled to recover only 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. Valuation Clause

We will determine the value of Insured Property as follows:

(a) Replacement Cost

At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost, except as provided in Paragraphs (c) through (g) below. If Replacement Cost is shown in the Declarations, Paragraph (b) **Actual Cash Value** below does not apply.

- (i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.
- (ii) We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and



- (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- (iii) We will not pay more for loss or damage on a replacement cost basis than the least of:
- (1) The cost to replace, on the same "premises", the lost or damaged property with new property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose;
 - (2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
 - (3) The amount of insurance applicable to the lost or damaged property.
- If a building is rebuilt at a different site, the cost described in (a)(iii)(1) above is limited to the cost which would have been incurred had the building been rebuilt at the original "premises".

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraphs (a) **Replacement Cost** and (f) in this **Valuation Clause** do not apply. Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

- (i) The cost to repair or replace the lost or damaged property less any depreciation; or
 - (ii) The amount of insurance applicable to the lost or damaged property.
- In determining depreciation, we will consider:
- (1) The condition of the property immediately before the loss or damage;
 - (2) The resale value of the property immediately before the loss or damage;
 - (3) The normal life expectancy of the property; and
 - (4) Obsolescence.
- (c) (i) On unsold "stock", Actual Cash Value plus the cost of your work (labour and materials) performed on the property;
- (ii) On sold "stock", the selling price less discounts and expenses you otherwise would have incurred.
- (d) The following property at actual cash value:
- (i) Used or second-hand merchandise held in storage or for sale;
 - (ii) Surplus or obsolete property that is no longer used by you;
 - (iii) Property of others;
 - (iv) Manuscripts;
- (e) On glass at the cost of replacement with safety glazing material if required by law.
- (f) On tenants' improvements and betterments at:
- (i) The cost to replace if repaired or replaced with due diligence and dispatch on the same site, or if this is not possible, the cost of moving, temporary storage and restoration on another site.
 - (ii) The pro-rated original cost of such improvements and betterments for the balance of the lease term, if you do not repair or replace such improvements and betterments promptly. If your lease contains a renewal option, the expiration of the renewal option will be used for the preceding calculation instead of the expiration of the current lease term.
 - (iii) The cost to replace such improvements and betterments at this or another location, if the building owner exercises the cancellation clause in your lease because of a peril not otherwise excluded (even if your tenants' improvements and betterments are not damaged or destroyed by such peril) and your interest in such improvements and betterments reverts to the building owner.
- We are not liable for any loss of leasehold interest in tenants' improvements resulting from you exercising an option to cancel the lease;
- (g) On valuable papers and records including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
- (i) Blank materials for reproducing the records; and
 - (ii) Labour to transcribe or copy the records if duplicates exist.

3. Pairs, Sets or Parts

- (a) In case of loss or damage to any part of a pair or set we may:
- (i) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
 - (ii) Pay the difference between the value of the pair or set before and after the loss or damage.
- (b) In case of loss or damage to any part of Insured Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

4. Subrogation

- (a) Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. Following loss or damage, you will not take any action that harms or prejudices your or our rights of recovery against others, nor will you do anything to impair those rights.

All rights of subrogation with respect to insurance provided by this Coverage Form are waived against:

- (i) Any person or organization for whom insurance is provided by this Coverage Form; and
- (ii) If the "premises" is a condominium building and you are a "condominium corporation":
 - (1) Your directors, property managers, agents and employees; and
 - (2) The owner of a "unit" and, if residents of the household of the owner of a "unit", his or her spouse, the relatives of either and any person under the age of 21 in the care of such owner or his or her spouse provided that you have waived your right of legal action against such persons prior to the loss. However, this waiver of subrogation does

not apply to intentional loss or damage caused by such persons to the common areas of the described "premises".

Independent contractors will not be considered to be your directors, property managers, agents or employees.

- (b) 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 will be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.
- (c) You may waive your rights of subrogation against another party:
 - (i) Prior to a loss under this Coverage Form; or
 - (ii) After a loss under this Coverage Form if that party is someone insured by this insurance, a business firm owned or controlled by you, a business firm that owns or controls you, or your tenant.
 This will not affect your right to recover.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).
2. **"Communicable Disease"**
 - (a) Means any:
 - (i) Virus;
 - (ii) Bacterium; or
 - (iii) Other microorganism;
 that induces or is capable of inducing physical distress, illness or disease.
 - (b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.
3. **"Computer System"** includes the following (whether or not mobile or portable):
 - (a) Computer, hardware or peripheral computer equipment;
 - (b) Communication or control system;
 - (c) Electronic machine, device or instrument;
 - (d) Server, cloud or networking equipment;
 - (e) Microcontroller or microprocessor;
 - (f) Input, output, or data storage device; or
 - (g) Software, applications, program, process or code;
 that is owned, leased, rented, operated or controlled by you or any other party.
4. **"Condominium Corporation"** means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **"Crop Inputs"** means:
 - (a) Seeds used for production in the cultivation of "grain", "produce" or "hay, straw, silage or feed";
 - (b) Fertilizers and chemicals, including herbicides and pesticides; and
 - (c) Packaging or silage bags for property described in Paragraphs (a) and (b) above.
6. **"Crop Outputs"** means "grain", "produce" or "hay, straw, silage or feed".
7. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
8. **"Cyber Incident"** means any:
 - (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
 - (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
9. **"Cyber Loss"**
 - (a) Means any "cyber act" or "cyber incident".
 - (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
10. **"Data"** means representations of information or concepts, in any form.
11. **"Data Problem"** means:
 - (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";
 - (b) Error in creating, amending, entering, deleting or using "data"; or
 - (c) Inability to receive, transmit or use "data".
12. **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, antique silver, porcelains, rare glass and bric-a-brac) or other articles of rarity, historical value or artistic merit.
13. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
 - (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - (b) Any watermains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

- (c) Any pond or reservoir in which the water is impounded by a dam.
14. **"Flood"** means:
- (a) The breaking out or overflow of any natural or artificial body of water, waves, storm surge, seiche, tides, tidal wave or tsunami; or
 - (b) The unusual and rapid accumulation, overflow or runoff of water or natural precipitation temporarily diffused over the surface of the ground.
15. **"Fungi"** includes 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 "spores" or resultant mycotoxins, allergens or pathogens.
16. **"Grain"** means whole threshed grain, seeds grown for sale, peas, lentils and beans.
17. **"Hay, Straw, Silage or Feed"** means:
- (a) Stacked or baled hay or straw;
 - (b) Silage or feed;
 - (c) Commercial feed supplements; or
 - (d) Concentrates or processed grains;
- all for livestock consumption.
18. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
19. **"Livestock"** means any breed or population of animal kept for a useful or commercial purpose. These uses include the production of meat, dairy products, eggs and clothing materials.
20. **"Named Perils"** means the following perils:
- (a) **Fire or Lightning**
 - (b) **Explosion:** Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
 - (i) (1) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
 - (2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
 - (3) 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 from them;
 - (4) Smelt dissolving tanks;
 - (ii) Other vessels and apparatus and their connected pipes 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;
 - (iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
 - (iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;
 - (v) Gas turbines.

The following are not explosions within the intent or meaning of this paragraph (b):

 - (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.
 - (c) **Impact by Aircraft, Spacecraft or Land Vehicle:** Aircraft and spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:
 - (i) Caused by land vehicles belonging to you or under your control or under the control of any of your 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 a building.
 - (d) **Riot, Vandalism or Malicious Acts:** Riot includes open assemblies of strikers inside or outside the "premises" who have quit work, and of locked-out employees. There shall in no event be any liability for loss or damage due to:
 - (i) Cessation of work or by interruption to process or business operations or by change in temperature;
 - (ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph (b) of this "Named Perils" definition;
 - (iii) Theft or attempted theft.
 - (e) **Smoke** means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
 - (f) **Leakage From "Fire Protective Equipment"** means:
 - (i) The leakage or discharge of water or other substances from;
 - (ii) The collapse of; or
 - (iii) The rupture due to freezing of;

"fire protective equipment" for the "premises".

(g) Windstorm or Hail:

There shall in no event be any liability for loss or damage:

(i) To the interior of the Building or to Business Contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslide.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam not excluded by Excluded Peril **(n)**.

21. "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.

22. "Premises" means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location shown in the Declarations, or in the open (or in or on a vehicle) within 100 metres of such location.

23. "Produce" means agricultural products of the soil, including fruits and vegetables.

24. "Spores" includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

25. "Stock" means merchandise held in storage for sale, raw materials and in-process or finished goods, including supplies and packing, wrapping, shipping or advertising materials.

26. "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 group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.

27. "Unit" means the unit as defined in the declaration, description or bylaws of the "condominium corporation" or provincial or territorial legislation relating to condominiums or divided co-ownerships. It refers to a strata lot in British Columbia and to a private portion in Quebec.

28. "Water Container" means

(a) Your piping system, process equipment or tank; or

(b) Any other device or apparatus,

at the "premises" used for containing, heating, chilling, or dispensing water or ice. "Water container" does not include any:

(i) Watermain located beyond the bearing walls or foundations of the "premises";

(ii) Sewer, sump or septic system;

(iii) Drain;

(iv) Penstock, raceway, sluice, flume, reservoir or dam; or

(v) Water treatment plant or sewage treatment plant, or any part thereof.