

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS INCOME – BASE ENHANCEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME COVERAGE FORM - ACTUAL LOSS SUSTAINED (Profits) (WA3200)

BUSINESS INCOME COVERAGE FORM (WA3250)

The following are added to **3. Additional Coverages** in **A. COVERAGE**. If **Business Income Coverage Form (WA3250)** is applicable to your policy, the following Additional Coverages do not increase the Amount of Insurance shown in the Declarations for that form.

**1. Business Income From Dependent Properties**

- (i) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to "dependent property" located anywhere in Canada or the continental United States. The loss or damage to such property must be caused by or resulting from an insured peril.
- (ii) The Business Income From Dependent Properties Amount listed in the Declarations under the Business Income – Base Enhancement is the most we will pay for loss of Business Income you sustain for any one occurrence of direct physical loss of or damage to a "dependent property" caused by or resulting from an insured peril.
- (iii) The following replaces Paragraphs (a) and (b) in the definition of "**Period of Restoration**" in **F. DEFINITIONS**, but only with respect to "dependent property":
  - (a) Begins with the date of direct physical loss or damage caused by or resulting from any insured peril at the premises of the "dependent property"; and
  - (b) Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- (iv) The following is added to **F. DEFINITIONS**:

**"Dependent Property"** means property operated by others whom you depend on to deliver materials or services to you, or to others for your account. But any property that delivers the following services is not a "dependent property":

  - (a) Water;
  - (b) Communication; or
  - (c) Power.

**2. Increased Period Of Restoration Due To By-Laws**

- (i) If direct physical loss or damage by an insured peril occurs to property at the premises described in the Declarations, we will pay for the actual loss of Business Income or "rental value" you sustain during the reasonable and necessary increase in the "period of restoration" caused by or resulting from the enforcement of any by-law that:
  - (1) Regulates the demolition, construction or repair of any property;
  - (2) Establishes zoning or land use requirements at the described premises; and
  - (3) Is in force at the time of the loss.
- (ii) This Additional Coverage does not include any loss caused by or resulting from the enforcement of any by-law which requires any insured or others to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (iii) The Amount of Insurance for this Additional Coverage is shown in the Declarations under the Business Income – Base Enhancement.



(iv) The following replaces Paragraph (i) in the definition of "**Period of Restoration**" in **F. DEFINITIONS**:

- (i) Regulates the demolition, construction or repair of any property, or establishes zoning or land use requirements at the described premises, except as provided in the Increased Period of Restoration Due To By-Laws Additional Coverage; or

### **3. Professional Fees**

You may extend your Business Income Coverage to apply to the reasonable expenses incurred by you in preparing, producing or certifying any document we require to substantiate your loss.

We will not pay for any:

- (i) Legal fees;
- (ii) Adjusting fees;
- (iii) Insurance brokerage fees; or
- (iv) Expense or fees charged by you, your partner or any employee.

The Amount of Insurance for this Additional Coverage is shown in the Declarations under the Business Income – Base Enhancement.

All other terms and conditions remain unchanged.