

Form #RV801 (Rev. Aug 29, 2012)
Rent or Rental Value Form (Buildings)

THIS FORM ONLY APPLIES IF INDICATED "COVERED" AND LIMITS SHOWN ON THE DECLARATIONS PAGE(S).

THIS FORM IS ATTACHED TO AND MUST BE READ TOGETHER WITH THE COMMERCIAL BUILDING, EQUIPMENT & STOCK BROAD FORM POLICY

1. Indemnity Agreement

This Form insures up to the amount(s) stated in the Declarations Page(s), the rent and rental value of the Building(s) and its additions and extensions communicating and in contact therewith as described in the Declarations Page(s) and at the location(s) shown therein, where such loss is from any external cause occurring during the Policy Period, except as excluded herein.

2. Measure of Recovery

The measure of recovery in the event of loss hereunder shall be the reduction in Gross Rent and Rental Value directly resulting from being untenable solely and directly due to destruction or damage by the perils insured against to the described building(s), less charges and expenses which do not necessarily continue during the period the building(s) is so untenable, for not exceeding such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the building(s) described as has been destroyed or damaged, commencing with the date of such destruction or damage and limited to a period of 12 consecutive calendar months from the date of such destruction or damage, but not exceeding the actual loss sustained by the Insured resulting from the building(s) being untenable. The Insurer shall in no event be liable for more than the amount as cited in the Declarations Page(s) of this Policy.

3. Interruption by Civil Authority

This Form is extended to include the actual loss as insured hereunder during the period of time, not exceeding two weeks, while access to the described premises is prohibited by order of civil authority, but only when such order is given as a direct result of damage to neighbouring premises by a peril insured against.

4. Exclusions

A. GENERAL ADDITIONAL EXCLUSIONS - The Insurer shall not be liable for:

- a. any increase of loss directly or indirectly, proximately or remotely, resulting from, or contributed to by, the operation of any by-law, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, unless the liability is otherwise specifically assumed by endorsement hereon;
- b. any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the premises interfering with the rebuilding, repairing, or replacing of the property damaged or destroyed or the resumption or continuation of business or free access to or control of the premises or due to the action of sympathetic strikers elsewhere;
- c. loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect the Insured's Gross Rent and Rental Value after the period following any loss during which indemnity is payable;
- d. loss caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- e. loss or damage caused directly or indirectly:
 - i. by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, 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;
 - ii. by contamination by radioactive material.
- f. loss or damage caused directly or indirectly by any peril excluded in the Commercial Building, Equipment and Stock Broad Form.

5. Definitions

Wherever used in this form:

- a. "GROSS RENT AND RENTAL VALUE" is defined as the sum of:
 - i. the actual total annual gross rent or rental value of the occupied portion(s) of the Building(s);
 - ii. the estimated annual rental value of the unoccupied portion(s) of the Building(s); and
 - iii. a fair rental value of the portion(s), if any, of the Buildings occupied by the Insured.
- b. "PREMISES" means the entire area within the property lines at the locations described in the Declarations and areas under adjoining sidewalks and driveways.

EXCEPT AS OTHERWISE PROVIDED IN THIS FORM ALL TERMS, PROVISIONS AND CONDITIONS OF THE POLICY SHALL HAVE FULL FORCE AND EFFECT.