

EXTRA EXPENSE INSURANCE ENDORSEMENT - RIDER BI2

I. INDEMNITY AGREEMENT

This rider insures, up to the amount stated in the Declarations, the necessary "extra expense" incurred by the Insured in order to continue as nearly as practicable the "normal" conduct of the Insured's business following damage to or destruction by the perils insured against to the building(s) or additions thereto or contents thereof, for not exceeding such length of time, herein referred to as the "period of restoration", commencing with the date of the loss and not limited by the date of expiration of this rider, as shall be required with the exercise of due diligence and dispatch to repair, rebuild, or replace such part of the described building(s) or additions thereto or contents thereof as may be destroyed or damaged.

II. LIMITS OF INSURANCE

The limits of insurance hereunder shall in no event exceed that percentage of the amount of this coverage (at the time of loss) which is stated in the Declarations for the determined "period of restoration."

In the event that Extra Expense incurred by the Insured during the longest period of restoration for which provision is made above does not exhaust the insurance hereby provided, then such unexhausted insurance shall apply for the remainder of the "period of restoration."

In the event of the insurance hereunder being reduced by payment of claim, the percentage limits of liability for "periods of restoration" shall apply thereafter to the unexhausted insurance.

III. RESTORATION 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 as are being incurred.

IV. INTERRUPTION BY CIVIL AUTHORITY

This rider 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.

V. ADDITIONAL EXCLUSIONS

The Insurer shall not be liable for:

1. 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;
2. 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 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;
3. loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;
4. loss due to the suspension, lapse or cancellation of any lease or license, contract or order;
5. the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disk drum, cell or other magnetic recording or storage media for electronic data processing;
6. loss of "extra expense" resulting from loss or damage caused directly or indirectly by the failure of any:
 - a. electronic data processing equipment, or other equipment, including microchips embedded therein;
 - b. computer program;
 - c. software;
 - d. media;
 - e. data;
 - f. memory storage system;
 - g. memory storage device;
 - h. real time clock;
 - i. date calculator; or
 - j. any other related component, system, process or device,to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming. This exclusion does not apply to loss or damage caused directly by "Named Perils".
7. loss of "extra expense" resulting from loss or damage caused directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

VI. WAIVER OF TERM OR CONDITION

No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this Policy.

VII. DEFINITIONS

1. "Extra Expense" means 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: The cost in each case to include expense of using other property or facilities of other concerns or other similar necessary emergency expenses. In no event, however, shall the Insurer be liable under this rider for loss of income nor for "extra expense" in excess of that necessary to continue as nearly as practicable the "normal" conduct of the Insured's business, nor for the cost of repairing or replacing any of the described property that has been damaged or destroyed by the perils insured against, except cost in excess of the "normal" cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of "extra expense"; liability for such excess cost however, shall not exceed the amount by which the total "extra expense" otherwise payable under this rider is reduced. The Insurer shall also be liable for "extra expense" incurred in obtaining property for temporary use during the "period of restoration" necessarily required for the conduct of the Insured's business. Any salvage value of such property remaining after resumption of "normal" operations shall be taken into consideration in the adjustment of any loss hereunder.
2. "Month" means 30 consecutive days.
3. "Normal" means the condition which would have existed had no loss occurred.
4. "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(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.