

## GENERAL LOSS OR DAMAGE NOT INSURED

### Applicable to Sections 1,3,4

(Words and phrases that appear in quotation marks have special meaning. Refer to the General Definitions of this policy.)

#### PROPERTY EXCLUDED

"We" do not insure loss or damage to:

1. an insured "dwelling" or "building" after it has, to "your" knowledge, been "vacant" for more than 30 consecutive days; however "farm buildings" which are in a seasonal state of vacancy due to normal farming operations are not considered "vacant", shut down or unoccupied;
2. "dwellings", "buildings" or detached private structures while being moved or transported;
3. lawns, outdoor trees, shrubs or plants unless coverage is specifically provided for under this policy;
4. any property illegally acquired or kept, stored or transported;
5. electrical devices or appliances caused by electrical current unless specific coverage is included in "your" policy;
6. property while undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
7. books of account and evidences of debt or title unless coverage is specifically provided for under this policy;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. automobiles, trucks, motorcycles or similar equipment designed or licensed for highway use or any vehicle subject to motor vehicle registration, aircraft, portable saw mills, or "machinery and equipment" used in logging and forestry operations or the equipment and attachments of all of them, unless specifically listed;
10. "Machinery and equipment, "dwellings", "buildings" and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not "you" are aware of such use of the property.

#### PERILS EXCLUDED

"We" do not insure loss or damage:

1. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. caused 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;
3. caused by contamination by radioactive material;
4. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or "pollutants" unless coverage is specifically provided for under this policy;
5. caused by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, condensation, "fungi" or spore(s), or contamination;
6. caused by, birds, moths, vermin (such as skunks and racoons), rodents (such as squirrels or rats) or insects or bats unless specific coverage is included in "your" policy;
7. caused by the cost involved to correct faulty material, workmanship, or design;
8. caused by mechanical or electrical breakdown or failure, or repairing or maintenance operations unless fire ensues and then only for the for the loss or damage caused directly by the ensuing fire;
9. resulting from intentional or criminal acts or failure to act by "you", "your" employees or anyone to whom the damaged or lost property is entrusted, or any other person at the direction of any person insured by this policy;
10. because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretences;
11. caused by loss or shortage disclosed on taking inventory or by mysterious disappearance;
12. caused 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 cause or event that contributes concurrently

or in any sequence to the loss or damage, but “you” are still insured for ensuing loss or damage which results directly from fire or explosion;

13. caused by earthquake, except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment;
14. caused by “flood”, but this exclusion does not apply to leakage from a water main.
15. caused by centrifugal force, mechanical or electrical breakdown or derangement in or on the premises unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
16. caused by smoke from agricultural smudging or industrial operations;
17. caused by delay loss of market or loss of use or occupancy;
18. to buildings, caused by snowslide, landslide, subsidence or other earth movement except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment;
19. by shoreline ice build-up or by impact of waterborne objects(including ice), all whether driven by wind or not;
20. 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 unless coverage is specifically provided for under this policy.
21. intentional or criminal act or failure to act by:
  - (a) “you” or any person insured by this policy; or
  - (b) any other person at the direction of any person insured by this policy; or
  - (c) “your” employees or anyone to whom the damaged or lost property was entrusted.

This exclusion applies only to the claim of a person:

- i) whose act or omission caused the insured loss or damage;
- ii) who abetted or colluded in the act or omission;
- iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
- iv) who is in a class prescribed by regulation.

An insured person to whom this exclusion does not apply:

- i) must co-operate with “us” in respect of the investigation of the loss or damage, including without limitation by:
  1. submitting to an examination under oath, if requested by “us”;
  2. producing for examination at a reasonable time and place designated by “us”, documents specified by “us” that relate to the loss or damage; and
  3. permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by “us”.
- ii) cannot recover more than their proportionate interest in the lost or damaged property.

## **DATA EXCLUSION**

This policy does not insure:

- (a) “Data”;
- (b) loss or damage resulting from, contributed to or caused directly or indirectly by “Data Problem”.

However, if loss or damage caused by “Data Problem” results in the occurrence of further loss or damage to property insured that is directly caused by “Named Perils” as defined in this policy, the resulting damage is covered.