

VACANCY PERMIT – 72 HOUR SUPERVISION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following Forms if they are attached to the present Policy:

Building and/or Contents – Broad Form BF02 and 034.0

Commercial Building and Contents Named Perils Form NP02 and 70039

Building and/or Contents Fire and Named Perils Form 212.0

Notwithstanding any contrary provision contained under this Policy, the Vacancy exclusion in the **EXCLUSIONS** Section provided under the Form is amended as follows:

1. Permission is granted for the **“building(s)”** described to remain vacant, unoccupied or shutdown for the period indicated on the **“Declaration Page(s)”**. This permit will not extend beyond the expiry date shown on the **“Declaration Page(s)”** of this policy.

It is a condition precedent to this permission that:

- 1.1. The **“building(s)”** shall have the doors and windows securely closed and locked;
- 1.2. The **“building(s)”** shall be clear of all rubbish within and around such **“building(s)”** and the **“premises”**;
- 1.3. The **“building(s)”** must be under the **“supervision”** and care, a minimum of every 72 hours, by a competent person during the term of such vacancy;
- 1.4. In the event that water damage is insured under this policy:
 - 1.4.1. Normal levels of heat shall be maintained in the **“building(s)”** during the usual heating season; or
 - 1.4.2. The water supply to the **“building(s)”**, other than the water supply to a working sprinkler system, must be shut off and the plumbing system and all appliances drained of water during the usual heating season, unless the plumbing system is adequately protected against freezing.
- 1.5. In the event that fire and intrusion systems are in place within the **“premises”**:
 - 1.5.1. The sprinkler or other fire extinguishing system and/or the **“fire protective equipment”** shall be in working order and connected to a central monitoring station at all times, with heat maintained in those areas covered by the sprinkler system during the usual heating season;
 - 1.5.2. The fire detection system shall be maintained at all times, in working order and connected to a central monitoring station;
 - 1.5.3. The intrusion detection system shall be maintained at all times, in working order and connected to a central monitoring station.

Failure of the Insured to comply with any or all of these warranties shall suspend the coverage until the Insured remedies the breach of these warranties.

In event that the **“premises”** become occupied, this permit shall automatically lapse.

2. EXCLUSIONS

The Extension of Coverage provided by this Endorsement does not insure against the following risks or perils during the period of vacancy:

“Riot”, vandalism or **“malicious acts”**; glass breakage and rupture.

This exclusion does not apply to loss or damage caused directly from resultant fire.

3. DEFINITIONS

Wherever used in this Endorsement:

- 3.1. **“Declarations Page(s)”** means the declarations page(s) applicable to this form including any supplementary page(s) or schedule(s) of coverages attached to them, applicable to this policy;
- 3.2. **“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:
 - 3.2.1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - 3.2.2. any watermains or appurtenances located outside of the “premises” and forming a part of the public water distribution system;
 - 3.2.3. any pond or reservoir in which the water is impounded by a dam.
- 3.3. **“Malicious acts”** means all acts of a malicious nature, except theft or attempted theft.
- 3.4. **“Riot”** includes open assemblies of strikers inside or outside the **“premises”** who have quit work and of locked-out employees.
- 3.5. **“Supervision”** means:
 - 3.5.1. Perform a complete walk-through of the vacant **“building(s)”**;
 - 3.5.2. Confirm that there are no unexpected occupants of the **“building(s)”**;
 - 3.5.3. When warranty 1.4.1 applies, confirm that heat remains turned on;
 - 3.5.4. When warranty 1.4.2 applies, confirm that the water supply, other than the water supply to a working sprinkler system, remains shut off with no signs of running water;
 - 3.5.5. Keep a report of all visits and make it available to the insurer if requested;
 - 3.5.6. Report any abnormality and correct it without delay.

All other terms, conditions and limitations of this Policy shall remain unchanged.