



EARNINGS INSURANCE

The Company agrees to indemnify the Insured to an amount not exceeding the limit of liability stated in the Declarations against loss of earnings directly resulting from necessary interruption of business caused by destruction or damage to building(s), structure(s), machinery, equipment or stock on premises as described in the Declarations by the perils insured against, occurring during the term of this Policy.

The Company shall be liable for

- (a) such loss during that period of time only, commencing with the date of the damage or destruction but not limited by the expiration of this policy, as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace the damaged or destroyed property, and
- (b) such loss during that 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 by this policy, and
- (c) such expenses as are necessarily incurred for the purpose of reducing any loss under this coverage (except expense incurred to extinguish a fire), not exceeding however, the amount by which the loss under this coverage is thereby reduced.

SPECIAL DEFINITIONS, EXCLUSIONS AND PROVISIONS

DEFINITIONS

Earnings are defined as net profit plus payroll expense, taxes, interest, rents and all other operating expenses earned by the business.

In determining loss hereunder due consideration shall be given (1) to the earnings of the business before the date of damage or destruction, and to the probable earnings thereafter, had no loss occurred; (2) to the continuation of operating expenses, including payroll expense to the extent necessary to resume operations with the same quality of service which existed immediately preceding the loss; (3) to the reduction of loss which could be made possible by the Insured by resuming complete or partial operation of the described property, or by making use of other property.

EXCLUSIONS

The Company shall not be liable for

- (a) any increase of loss due to interference at the described premises by strikers or other persons, with rebuilding, repairing or replacing the property, or with the resumption or continuation of business;
- (b) loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;
- (c) loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect the Insured's earnings after the period following any loss during which indemnity is payable;
- (d) any other consequential loss or remote loss.

PROVISIONS

Co-Insurance: The Company shall not be liable in the event of loss for a greater proportion thereof than the amount hereby insured bears to the percentage stated under the heading Co-Insurance of the Declarations of the Earnings that would have been earned had no loss occurred during the twelve months immediately following the loss. Where the policy is written subject to 0% Co-insurance (no Co-insurance), no more than 25% of the amount specified for this Rider is payable in any 30 consecutive days.

Limitation - Media for Electronic Data Processing: With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the peril(s) insured against, the length of time for which this Company shall be liable hereunder shall not exceed

- (a) 30 consecutive calendar days; or
 - (b) the length of time that would be required to rebuild, repair or replace the property which has been damaged or destroyed thereby resulting in the loss of earnings,
- whichever is the greater length of time.

SEE ALSO GENERAL EXCLUSIONS, DEFINITIONS, AND PROVISIONS OF
C-519 (PROPERTY COVERAGES) AND THE POLICY STATUTORY CONDITIONS

