



AJG “SIGNATURE” CONDOMINIUM PACKAGE DECLARATIONS/CERTIFICATE

POLICYNUMBER:	AJG01098
NAMED INSURED:	Condominium Corporation No. 9710795 known as Signal Hill Villas
PROPERTY MANAGER:	Self Managed / None
MAILING ADDRESS:	21 Signal Hill Lane SW Calgary, Alberta T3H 3N8
POLICY PERIOD:	From: May 15, 2024 To: May 15, 2025 12:01 a.m. standard time at the location of the premises as to each of the said dates.
INSURED LOCATION:	2650 Signal Hill Heights SW Calgary, Alberta T3H 3P3
CONSTRUCTION:	24 Unit, Residential Townhouse Style Condominium, Wood Frame, Built 1997
OCCUPIED BY INSURED AS:	Residential Condominium
TOTAL PREMIUM: (ALL SECTIONS)	\$31,079.00 Annual
LOSS PAYABLE:	These policies are subject to all other terms, conditions and exclusions of the formal policies attached. Loss, if any, shall be payable in accordance with the provisions of the provincial legislation under which the "Condominium Corporation" is constituted.
IMPORTANT:	Insurance is provided, subject to the Declarations, Terms, Conditions of the Policy and its Riders/Endorsements, only for which specific Riders/Endorsements are attached and for which a specific limit or annotation is shown hereunder. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the <i>Insurance Act</i> .

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE





INSURING AGREEMENT	DEDUCTIBLE (\$)	LIMIT (\$)	AGGREGATE
PROPERTY SECTION			
Condominium - Building/Contents	\$5,000	\$10,916,000	
Condominium – Unit Betterments & Improvements		Not Insured	
Sewer Back-up	\$10,000	Included	
Water Damage	\$10,000	Included	
Windstorm or Hail	10% of Loss/Min. \$25,000.00	Included	
Flood	\$25,000	Included	
Earthquake	5% of Insured Values/Min. \$100,000.00	Included	
No Co-Insurance Clause (Stated Amount)		Included	
AJG Signature Extensions		Included	

INSURING AGREEMENT	DEDUCTIBLE (\$)	LIMIT (\$)	AGGREGATE
COMMERCIAL GENERAL LIABILITY SECTION			
Bodily Injury & Property Damage	\$1,000	\$5,000,000	\$5,000,000
Personal & Advertising Injury	\$1,000	\$5,000,000	\$5,000,000
Products Liability / Completed Operations	\$1,000	\$5,000,000	\$5,000,000
Medical Payments – Each Person		\$10,000	
Tenants' Legal Liability	\$1,000	\$500,000	
Employee Benefits Liability	\$1,000	\$1,000,000	
Forest & Prairie Fire Fighting Expenses	\$1,000	\$250,000	
Limited Pollution (120 Hour Discovery/Reporting)	\$1,000	\$1,000,000	\$1,000,000
Non-Owned Auto Liability (excluding leased/rented automobiles more than 30 days)	\$1,000	\$2,000,000	
Legal Liability for Damage to Hired Automobiles	\$1,000	\$50,000	

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INSURING AGREEMENT	DEDUCTIBLE (\$)	LIMIT (\$)	AGGREGATE
EQUIPMENT BREAKDOWN SECTION - OPTION 3			
Direct Damage Limit	\$1,000	\$10,916,000	
Hazardous Substances		\$250,000	
Professional Fees		\$250,000	
Ammonia Contamination		\$250,000	
Expediting Expenses		\$250,000	
Water Damage		\$250,000	
Data & Media		\$25,000	
Extra Expense	24 Hours	Included	
Actual Loss Sustained	24 Hours	Included	

INSURING AGREEMENT	DEDUCTIBLE (\$)	LIMIT (\$)	AGGREGATE
DIRECTORS & OFFICERS' LIABILITY SECTION			
Per Claim Limit of Liability for the Policy Period	Nil	\$5,000,000	\$5,000,000
Confidentiality Breach Coverage		\$50,000	
Excess Side A (Directors & Officers)		\$1,000,000	\$1,000,000
Prior Acts Coverage		Included	
Additional Insured Amendment		Included	
Claims Made Form		Included	

Pending and Prior Litigation Date:	May 15, 2020
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INSURING AGREEMENT	DEDUCTIBLE (\$)	LIMIT (\$)	AGGREGATE
CRIME (FIDELITY BOND) SECTION			
Employee Dishonesty	Nil	\$250,000	
Loss Inside Premises	Nil	\$10,000	
Loss Outside Premises	Nil	\$10,000	
Money Orders & Counterfeit Paper Currency	Nil	\$50,000	
Depositors Forgery	Nil	\$50,000	
Third Party Computer & Funds Transfer Fraud	Nil	\$50,000	
Data Restoration Expense	Nil	\$50,000	
Credit Card Forgery	Nil	\$50,000	
Audit Expense	Nil	\$50,000	
Deception Fraud / Social Engineering	Nil	\$10,000	
Amended Definition of "Employee"	Nil	Included	

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INSURING AGREEMENT	DEDUCTIBLE (\$)	LIMIT (\$)	AGGREGATE
VOLUNTEER ACCIDENT SECTION			
Accidental Death & Dismemberment		\$200,000	Included Below
Accident para-Medical Expenses Benefit		\$5,000	Included Below
Accidental Dental Expense Benefit		\$5,000	Included Below
In-Hospital Benefit		\$1,500	Included Below
Rehabilitation Benefit		\$10,000	Included Below
Repatriation Benefit		\$10,000	Included Below
Weekly Indemnity (Maximum of 52 Weeks)		\$350	Included Below
Coverage Aggregate		\$1,000,000	\$1,000,000

INSURING AGREEMENT	DEDUCTIBLE (\$)	LIMIT (\$)	AGGREGATE
LEGAL EXPENSE SECTION			
Civil Defence - Any One Claim		\$250,000	Included Below
Criminal Defence - Any One Claim		\$250,000	Included Below
Personal Injury - Any One Claim		\$250,000	Included Below
Property Disputes - Any One Claim		\$250,000	Included Below
Defence of Disputes with Owners - Any One Claim		\$250,000	Included Below
Debt Recovery - Any One Claim		\$250,000	Included Below
Contract Disputes - Any One Claim		\$250,000	Included Below
Tax Disputes - Any One Claim		\$250,000	Included Below
Telephone Legal Advisory Service		\$250,000	Included Below
Aggregate Per Annual Period		\$1,000,000	\$1,000,000

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SEVERAL LIABILITY

The liability of an insurer under this policy/contract is several and not joint with other insurers party to this policy/contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this policy/contract.

The proportion of liability under this policy/contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this policy/contract.

Although reference is made at various points to "this contract" or "policy" in the singular, where the circumstances so require this should be read as a reference to contracts or policies in the plural.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurers unless the waiver is clearly expressed in writing and signed by the person authorized for that purpose by the Insurers.

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SCHEDULE OF SUBSCRIBING COMPANIES

Section	Insurer (Company)	Percentage of Section	Policy Reference	Premium
Property	Wawanesa Mutual Insurance Company	17.00%	AJG01098-PRO	\$4,761
Property	Millennium Insurance Corporation	83.00%	AJG01098-PRO	\$23,246
General Liability	Wawanesa Mutual Insurance Company	100.00%	AJG01098-LIA	\$1,026
Equipment Breakdown	Millennium Insurance Corporation	100.00%	AJG01098-EBI	\$250
Directors & Officers Liability	Berkley Insurance Company (Berkley Canada)	100.00%	AJG01098-D&O	\$825
Crime	Wawanesa Mutual Insurance Company	100.00%	AJG01098-CRM	\$336
Volunteer Accident	Berkley Insurance Company (Berkley Canada)	100.00%	AJG01098-ACC	\$180
Legal Expense	Lloyds Underwriters through Arthur J. Gallagher Canada Limited	100.00%	AJG01098-LEG	\$455
				\$31,079

Executed & Signed on Behalf of the Subscriber(s)

Michael Boisclair, FCIP, CRM
Arthur J. Gallagher Canada Limited

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AMENDED CANCELLATION PROVISIONS

Although reference is made at various points to "this/the contract" or "policy" in the singular, where the circumstances so require this should be read as a reference to contracts or policies in the plural. The cancellation provision for each section of the contract is replaced with the following:

The contract may be terminated:

- (a) by the Insurer (or broker on the Insurer's behalf) giving to the Insured:
 - (1) 5 days written notice of termination, for any reason, if personally delivered,
 - (2) 15 days written notice of termination by registered mail if the contract is terminated for non-payment of premium,
 - or
 - (3) 30 days written notice of termination by registered mail if the contract is terminated for any reason other than non-payment of premium;
- (b) by the insured at any time on request.

If the contract is terminated by the Insurer (or broker on the Insurer's behalf),

- (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

The 15 or 30 day period referred to above of this condition:

- (a) if the policy is made or deemed to be made in the provinces of Alberta, British Columbia or Manitoba, starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address (or management company's mailing address on file).
- (b) if the policy is made or deemed to be made in any other province or territory, other than Alberta, British Columbia, Manitoba or Quebec, commences to run on the day following receipt of the registered letter at the post office to which it is addressed.

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SHORT RATE TERMINATION TABLES

FOR POLICIES WITH A 12 MONTH POLICY PERIOD (% of premium to be returned)											
Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %
1	95	37 - 40	79	97 - 98	63	154 - 156	47	219 - 223	31	292 - 296	15
2	94	41 - 43	78	99 - 102	62	157 - 160	46	224 - 228	30	297 - 301	14
3 - 4	93	44 - 47	77	103 - 105	61	161 - 164	45	229 - 232	29	302 - 305	13
5 - 6	92	48 - 51	76	106 - 109	60	165 - 167	44	233 - 237	28	306 - 310	12
7 - 8	91	52 - 54	75	110 - 113	59	168 - 171	43	238 - 241	27	311 - 314	11
9 - 10	90	55 - 58	74	114 - 116	58	172 - 175	42	242 - 246	26	315 - 319	10
11 - 12	89	59 - 62	73	117 - 120	57	176 - 178	41	247 - 250	25	320 - 323	09
13 - 14	88	63 - 65	72	121 - 124	56	179 - 182	40	251 - 255	24	324 - 328	08
15 - 16	87	66 - 69	71	125 - 127	55	183 - 187	39	256 - 260	23	329 - 332	07
17 - 18	86	70 - 73	70	128 - 131	54	188 - 191	38	261 - 264	22	333 - 337	06
19 - 20	85	74 - 76	69	132 - 135	53	192 - 196	37	265 - 269	21	338 - 342	05
21 - 22	84	77 - 80	68	136 - 138	52	197 - 200	36	270 - 273	20	343 - 346	04
23 - 25	83	81 - 83	67	139 - 142	51	201 - 205	35	274 - 278	19	347 - 351	03
26 - 29	82	84 - 87	66	143 - 146	50	206 - 209	34	279 - 282	18	352 - 355	02
30 - 32	81	88 - 91	65	147 - 149	49	210 - 214	33	283 - 287	17	356 - 360	01
33 - 36	80	92 - 94	64	150 - 153	48	215 - 218	32	288 - 291	16	361 - 366	00

FOR POLICIES WITH A 24 MONTH POLICY PERIOD (% of premium to be returned)											
Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %	Time-on-Risk (Days)	Return %
1 - 2	95	74 - 80	79	190 - 197	63	308 - 314	47	438 - 447	31	584 - 593	15
3 - 5	94	81 - 87	78	198 - 205	62	315 - 321	46	448 - 457	30	594 - 603	14
6 - 9	93	88 - 94	77	206 - 212	61	322 - 328	45	458 - 466	29	604 - 612	13
10 - 13	92	95 - 103	76	213 - 219	60	329 - 335	44	467 - 475	28	613 - 621	12
14 - 17	91	104 - 110	75	220 - 226	59	336 - 343	43	476 - 484	27	622 - 630	11
18 - 21	90	111 - 117	74	227 - 233	58	344 - 351	42	485 - 493	26	631 - 639	10
22 - 25	89	118 - 124	73	234 - 241	57	352 - 358	41	494 - 502	25	640 - 648	09
26 - 29	88	125 - 131	72	242 - 249	56	359 - 365	40	503 - 511	24	649 - 657	08
30 - 33	87	132 - 138	71	250 - 256	55	366 - 374	39	512 - 520	23	658 - 666	07
34 - 37	86	139 - 147	70	257 - 263	54	375 - 383	38	521 - 529	22	667 - 675	06
38 - 41	85	148 - 154	69	264 - 270	53	384 - 392	37	530 - 538	21	676 - 686	05
42 - 45	84	155 - 161	68	271 - 277	52	393 - 401	36	539 - 547	20	687 - 693	04
46 - 52	83	162 - 168	67	278 - 285	51	402 - 410	35	548 - 556	19	694 - 702	03
53 - 59	82	169 - 175	66	286 - 293	50	411 - 419	34	557 - 565	18	703 - 711	02
60 - 66	81	176 - 182	65	294 - 300	49	420 - 428	33	566 - 574	17	712 - 721	01
67 - 73	80	183 - 189	64	301 - 307	48	429 - 437	32	575 - 583	16	722 - 732	00

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STANDARD MORTGAGE CLAUSE

(APPLICABLE WHERE THE INSURED IS NOT SUBJECT TO THE CONDOMINIUM PROPERTY ACT)

It is hereby provided and agreed that:

- 1. BREACH OF CONDITIONS BY MORTGAGOR OWNER OR OCCUPANT** – The insurance and every documented renewal thereof – AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN – is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk:
PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee – on reasonable demand – from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.
- 2. RIGHT OF SUBROGATION** – Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that – as to the Mortgagor or Owner – no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
- 3. OTHER INSURANCE** – If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee – at law or in equity – then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
- 4. WHO MAY GIVE PROOF OF LOSS** – In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
- 5. TERMINATION** – The term of this Mortgage Clause coincides with the term of the policy; Provided always that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

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- 6. FORECLOSURE** – Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THE MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

Cancellation Agreement

This is to certify that the undersigned insured and other interested parties, where applicable, named in this policy acknowledge the termination of the insurance coverage provided under this policy effective ___20___ at 12:01 a.m. Standard Time at the postal address of the named insured.

Signature of Insured: _____

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SCHEDULE OF FORMS ATTACHED

- Property
 - AJG "Signature" Condominium Policy - 10/2018
 - Flood Endorsement - 10/2018
 - Earthquake Shock Endorsement - 10/2018
 - Sewer Backup Extension - 10/2018
 - Terrorism Exclusion - 10/2018
 - Water Damage Deductible - 10/2018
 - Windstorm or Hail Deductible - 10/2018
 - Data Exclusion Endorsement - 10/2018
 - Communicable Disease Exclusion - 10/2020
 - Statutory Conditions 10/2018
 - Several Liability Clause – LMA5096
- Commercial General Liability
 - Commercial General Liability Coverage Form - CL9300 - 12/2018
 - Broad Form Completed Operations Coverage - CL9352 - 11/2014
 - Forest & Prairie Fire Fighting Expense Coverage - CL9367 - 12/2010
 - Limited Pollution Liability Coverage - CL9376 - 12/2010
 - Deductible Amendment - Property Damage and Bodily Injury - CL9379 - 01/2012
 - Non-Owned Automobile and Hired Automobile Liability - CL9347 - 12/2010
 - Legal Liability for Damage to Hired Automobiles - CL9359 - 12/2010
 - Excluding Long Term Leased Vehicles - CL9360 - 12/2010
 - Non-Owned Automobile and Hired Automobile Contractual Liability coverage - CL9361 - 12/2010
 - Employee Benefits Liability Coverage – CL9362 - 12/2010
 - Common Policy Conditions - SMA - 07/2012
 - Statutory Conditions (Alberta) - SC1 - 07/2012
 - Statutory Conditions (Saskatchewan) - SC9 - 07/2012
 - Statutory Conditions (Northwest Territories)
- Equipment Breakdown
 - 9134K (04/16) Equipment Breakdown Rider
- Directors & Officers Liability
 - Berkley Insurance D&O (Not For Profit) Policy Wording – Form: BC DO 2000-5
 - \$1,000,000 Side A Excess Limit – Non –Profit – Form: BC DO 2220-1
 - Amended Contract Exclusion – Form: BC DO 2126-1
 - Amended Definition of Loss
 - Amended Conduct Exclusion – Final, Non-Appealable Adjudication – Form: BC DO 2219-1

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- Confidentiality Breach Event – Sub Limit: \$50,000
- Defence Costs Carve-out for BI/PD Exclusion – Form: BC DO 2126-1
- Defence Costs Outside of the Limit
- Extended Reporting Period Amended
- Pollution Exclusion Amended
- Pre-Determined Allocation Endorsement – 80%
- Amended Professional Liability Exclusion – Form: BC DO 2123-1
- Property Managers Endorsement
- Third Party Employment Practices Wrongful Act
- Crime
 - AJG Signature Condominium Crime Policy Declaration (AJG 3000-5)
 - AJG Signature Condominium Crime Policy Wording (AJG 3000-7)
 - Amendment to the Definition of Employee (AJG 3001-1)
 - Corporate Deception Fraud (AJG 3002-1)
 - Property Management (AJG 3003-1)
- Volunteer Accident
 - Berkley Group Accidental Death and Dismemberment Insurance Condominium Corporation Program
Form: WPA BC00001-1800 20171221
- Legal Expenses Insurance
 - As Per Attached Legal Expenses Insurance Policy [AJG Legal Expenses (08/2022)]

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AJG “SIGNATURE” PACKAGE

PROPERTY SECTION

AJG Signature Condominium Corporation Policy

1. INDEMNITY AGREEMENT

In the event that any of the property insured be lost or damaged by the perils insured against, the Insurer will indemnify the Insured against direct loss so caused to an amount not exceeding whichever is the least of:

- (a) The value of the lost or damaged property as determined in Clause 12;
- (b) The interest of the Insured in the property;
- (c) The amount of insurance specified on the "Declarations Page" for the lost or damaged property.
- (d) 110% of the total declared amount for each location or item of property insured involved in the loss.

The inclusion of more than one person or interest shall not increase the Insurer's liability.

2. INSURED PROPERTY

This Form insures those of the following items for which an amount of insurance is specified on the "Declaration Page(s)" and only while at the "premises":

"Building"
"Contents"
"Unit Improvements & Betterments"
"Property of Every Description"
"Blanket All Property" or "All Property"

3. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by an insured peril exceeds the amount of the deductible specified on the "Declaration Page(s)" in any one occurrence.

4. INSURED PERILS

This form, except as otherwise provided, insures against all risks of direct physical loss of or damage to the insured property.

5. EXCLUSIONS

A. EXCLUDED PROPERTY

This form does not insure loss of or damage to:

- (a) sewers, drains or water mains located beyond the property line;
- (b) "building" or "contents", if all "units" are to the knowledge of the "Condominium Corporation" vacant or unoccupied for more than 30 consecutive days;
- (c) property belonging to the owners of individual "units";
- (d) electrical devices, appliance or wiring caused by artificially generated currents, including arcing, unless fire or explosion as described in clause 18(k) ensues and then only for such ensuing loss or damage
- (e) growing plants, trees, shrubs or flowers, all while outside the "building", unless such loss or damage is caused by "Named Perils" or from theft or attempted theft; This exclusion does not apply to the first \$25,000 that is within the Policy Limit or any other amount stated in the "declaration page", of any loss otherwise insured.
- (f) animals, fish or birds. This exclusion does not apply to loss or damage caused directly by "Named Perils" or by theft or attempted theft.
- (g) money, "cash cards", bullion, platinum, precious metals or alloys, securities, stamps, tickets (except lottery tickets) or tokens, or evidence of debt or title;
- (h) automobiles, watercraft, amphibious or air cushioned vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property. This exclusion shall not apply to unlicensed automobiles or unlicensed trailers used for maintenance or servicing of the "premises";

(i) furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, precious or semi-precious stones. This exclusion does not apply to:

- (i) the first \$1,000 of any loss otherwise insured; or
- (ii) loss or damage caused directly by "Named Perils";

(j) property insured under the terms of any Marine Insurance, and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(k) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;

(l) (i) any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
(ii) any boiler, including the piping and equipment connected thereto, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use); caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use.

This exclusion does not apply to:

- (1) manually portable gas cylinders;
- (2) explosion of natural, coal or manufactured gas;
- (3) explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere.

(m) roadways, walkways, parking lots, or other exterior paved surfaces, retaining walls or permanently installed landscape structures outside the "building". This Exclusion does not apply to the first \$100,000 within the Policy Limit or any other amount stated in the "declaration page", of any loss otherwise insured;

(n) land (including land on which the insured property is located) or water.

B. EXCLUDED PERILS

This form does not insure against loss or damage caused directly or indirectly:

(a) in whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (weather covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from fire protective equipment, all as described in Clause 18(k). This exclusion does not apply to property in transit;

(b) in whole or in part by flood, including "surface water", waves, tides, tidal waves, tsunamis or the breaking out or the overflow of, any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from fire protective equipment all as described in Clause 18(k). This exclusion does not apply to property in transit or loss or damage caused directly by leakage from a water main;

(c) by centrifugal force, mechanical or electrical breakdown or derangement in or on the "premises". This exclusion does not apply to loss or damage caused directly from a resultant fire;

(d) (i) by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by a peril not otherwise excluded in this form;

This Exclusion does not apply to the first \$50,000 within the Policy Limit or any other amount stated in the "declaration page", of any loss otherwise insured;

(ii) by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this form;

This Exclusion does not apply to the first \$100,000 within the Policy Limit or any other amount stated in the "declaration page", of any loss otherwise insured;

(e) (i) by dampness or dryness of atmosphere;
(ii) by changes in or extremes of temperature, heating or freezing;
(iii) by total or partial interruption to the supply of electricity, water, gas or steam;

This exclusion (e) does not apply to:

- (1) loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in paragraph (l) of Clause 5.A.;

- (2) damage to pipes caused directly by freezing, unless such pipes are excluded in paragraph (l) of Clause 5.A.;
 - (3) loss of or damage to "building" or "contents" caused directly by "Named Perils", theft or attempted theft;
 - (4) loss or damage caused directly by an accident to a transporting conveyance;
 - (f)** (i) by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
 - (ii) by contamination;
 - (iii) by marring, scratching or crushing.
- This exclusion (e) does not apply to loss or damage caused directly by:
- (1) "Named Perils";
 - (2) rupture of pipes or breakage of apparatus not excluded in paragraph (l) of Clause 5.A.;
 - (3) theft or attempted theft;
 - (4) an accident to a transporting conveyance;
- (g)** by smoke from agricultural smudging or industrial operations;
 - (h)** by rodents, insects, bats, raccoons, skunks or vermin. This exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in this form;
 - (i)** by delay, or loss of use or occupancy;
 - (j)** in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
 - (k)** (i) by any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas, all as described in Clause 18(k);
 - (ii) by contamination by radioactive material;
 - (l)** (i) by any dishonest or criminal act committed by the Insured or any agent of the Insured, acting alone or in collusion with others;
 - (ii) by theft or attempted theft committed by any employee of the Insured, acting alone or in collusion with others;
 - (iii) by any dishonest or criminal act committed by anyone, except as stated in (l) (ii), when the Insured or any agent of the Insured knew or ought to have known prior to the loss or damage, of the dishonest or criminal act.
- This exclusion (l)(iii) does not apply if, upon becoming aware of the dishonest or criminal act, the Insured or any agent of the Insured immediately notifies the police and the Insurer.
- (m)** by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in Clause 18(k).;
 - (n)** by explosion (except with respect to explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured, unless fire ensues and then only for the loss or damage caused directly by such ensuing fire:
 - (i) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure from an external source and while under such pressure;
 - (ii) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
 - (iii) other vessels and apparatus and pipes connected therewith while under pressure, or while in use or in operation provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure but this exclusion does not apply to loss or damage resulting from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less, used for the heating and storage of hot water for domestic use;
 - (iv) moving or rotating machinery or parts thereof;
 - (v) any vessels and apparatus and pipes connected therewith while undergoing pressure tests but this exclusion does not apply to other property insured hereunder that has been damaged by such explosion;
 - (vi) gas turbines;

(o) by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by a peril not excluded in this form;
(p) proximately or remotely, 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.

C. POLLUTION EXCLUSION

This Form does not insure against:

(a) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up", but this exclusion does not apply:

- (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
- (ii) to loss or damage caused directly by a peril not otherwise excluded under this Form;
- (iii) to Extensions of Coverage⁷ (u) Land and Water Pollution Clean Up;

(b) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

D. FUNGI AND SPORES EXCLUSION

This form does not insure:

(a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores" unless such "fungi" or "spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this form;

(b) the cost or expense for testing, monitoring, evaluating or assessing of "fungi" or "spores"

E. OTHER EXCLUDED LOSSES

This form does not insure:

(a) (i) wear and tear;
(ii) rust or corrosion;
(iii) gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion (a) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(b) the cost of making good:

- (i) faulty or improper material;
- (ii) faulty or improper workmanship;
- (iii) faulty or improper design.

This exclusion (b) does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(c) mysterious disappearance, or shortage of equipment or stock disclosed on taking inventory.

(d) loss or damage caused directly or indirectly by "Data Problem". This exclusion does not apply:

- (i) to any resulting loss or damage if "Data problem" results in direct physical loss or damage to property at the "premises" caused by a "Named Peril" or
- (ii) if "Data problem" is the direct result of a "Named Peril".

6. EXTENSIONS OF COVERAGE

(a) Common Expense - all amounts payable under this Extension are within the Policy Limit:

The Insurer agrees to indemnify the Condominium Corporation for loss of such obligatory contribution toward common expense as may be assessed from time to time by the Condominium Corporation against all unit owners, provided that the Insurer shall be liable under this extension for not more than the pro rata share of such expense during the time the unit or units remains unoccupied and untenable following an occurrence.

(b) Declaration of Emergency - Extension of Termination or Expiry Date - all amounts payable under this Extension are within the Policy Limit:

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

- (i) The "emergency" must have a direct effect or impact on:
 - a) the Insured, the insured site or insured property located in the declared emergency area; or
 - b) the operations of the Insurer or its agent/broker located in the declared emergency area.
- (ii) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
- (iii) If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
- (iv) In no event shall the total term of this extension exceed 120 consecutive days
The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

(c) Inflation Protection - all amounts payable under this Extension are in addition to the Policy Limit:

- (i) The amount of insurance applicable to "building(s)" shall be increased during the Period of Insurance shown in the "declaration(s)" by the proportion by which the latest published "Building Construction Index" has increased since the last "premium due date".
- (ii) At the "premium due date", the Limit of Insurance shall be increased automatically in accordance with the latest published "Building Construction Index" and the appropriate premium charged.
- (iii) If the Limit of Insurance applicable to "building(s)" is changed at the request of the Insured during the Period of Insurance, the effective date of this endorsement is deemed to coincide with the effective date of such change.
- (iv) If the Policy insures two or more locations, the foregoing shall apply separately to each location to which this endorsement applies.
- (v) In this endorsement:
 - a. "Building Construction Index" means the Non-residential Construction Price Indexes published by Statistics Canada;
 - b. "premium due date" means the inception date of this Policy or any renewal or anniversary date.

6.A. Blanket Limit of Extensions of Coverage: \$1,000,000 Aggregate Limit

This policy includes the Extensions listed below in 6.A to the limits and any sub-limits as stated herein. These sub-limit amounts are in addition to the Limit of Liability stated in the Declarations and are subject to the Aggregate Policy Limit of \$1,000,000 within any Policy Term and or Period of Coverage as identified within the Policy Declarations.

(a) Removal

If any of the insured property is necessarily removed from the "premises" to prevent loss or damage or further loss of or damage to such property, that part of the insurance under this form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for seven (7) days only, or the unexpired term of the Policy if less than seven (7) days, insure the property removed and any property remaining in the "premises" specified herein in the proportions which the value of the property in each of the location(s) bears to the value of the property in them all.

(b) Accounts Receivable

Coverage is extended to include the amount of uncollectible accounts receivable arising from loss or destruction of or damage to the records of such accounts receivable at the "premises" by an insured peril. Insurance under this extension does not apply to loss due to electrical or magnetic injury, computer viruses, or the disturbance or erasure of electronic recordings, except by lightning.

(c) Fire Protective Equipment Recharge Costs

Coverage is extended to include the reasonable cost of recharging "fire protective equipment", provided such recharging is necessary because of an insured peril and the equipment was located on the "premises" at the time it discharged.

(d) Fire Department Charges

Coverage is extended to include the Insured's liability, assumed by contract or agreement before any loss or damage, for fire department charges incurred when the fire department is called to save or protect property insured from a fire.

(e) Master Key Coverage

This form covers the cost of replacing and/or re-adjusting locks following a loss or damage due a peril insured against, to a master door that controls all doors at the location (s) listed on the "Declaration Page(s)".

(f) Coverage away from the "Premises":

Coverage is extended to include insured property while such property is temporarily removed from the "premises", but only while within Canada and the continental United States of America.

(g) Personal Property Of Others

Coverage is extended to include property Condominium Corporation accepts from others for custody or safekeeping, and thereby becomes responsible for such property.

(h) Valuable Papers And Records

Coverage is extended to include the extra expenses necessarily incurred in the cost of compiling books of account, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing, all the property of the Insured, are covered when such records are damaged by a peril insured against.

(i) Transportation

Coverage is extended to include property in transit including courier and parcel post shipments.

(j) Personal Property of Officers And Employees:

At the option of the Insured, "contents" also includes personal property of officers and employees of the Insured. The insurance on such property:

- (i) shall not attach if it is insured by the owner unless the Insured is obliged to insure it or is liable for its loss or damage;
- (ii) shall apply only to loss or damage occurring at the "premises".

(k) Fine Arts

Coverage is extended to include legitimate works of artistic merit, rarity or historical value while at the "premises", including paintings, etchings, pictures, tapestries, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and ornaments. For the purposes of loss adjustment, the basis of valuation for such works shall be the market value at the time of their loss or damage.

(l) Computer Equipment Breakdown Extension

Coverage is extended to include loss caused directly or indirectly by:

- (i) mechanical failure, faulty construction or error in design;
- (ii) short circuit, blow-out or other electrical disturbance, other than lightning within electrical apparatus; or

(iii) "computer media" failure or breakdown or malfunction of "computer equipment" including component parts when said "computer media" is being run through the equipment. Each claim for loss or damage under the Computer Equipment Breakdown Extension shall be adjusted separately and the deductible amount specified on the "Declarations Page(s)" shall be deducted from the amount of each such adjusted claim.

This extension does not insure against loss or damage caused directly or indirectly by any change or interruption to electric power supply, if the change originates more than 30.5 metres (100 feet) away from the premises insured containing the property insured, except by lightning.

Transfer between Locations Extension

Coverage is extended to include "computer equipment" and "computer media" covered herein which has been transferred to any location owned, leased or operated by the Insured on the condition that the Insured shall notify the Insurer within 60 days of such transfer.

(m) Professional Fees

Coverage is extended to include professional fees necessary for the preparation of a claim under this Form. Coverage under this extension does not apply to the fees and costs of any of the Insured's employees.

6.B. Specified Limit of Extensions of Coverage

(a) Debris Removal 25% of Insured Limit payable under this Extension within the Policy Limit; plus \$100,000 which is paid in addition to the Policy Limit

(i) Debris Removal: The Insurer will indemnify the Insured for expenses incurred in the removal from the "premises" of debris of the insured property, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this form.

(ii) Removal of Windstorm Debris: The Insurer will indemnify the Insured for expenses incurred in the removal from the "premises" of debris or other property which is not insured by this Form but which has been blown by windstorm upon the "premises".

Extensions of coverage b(i) and b(ii) do not apply to costs or expenses:

- a. to "clean up" "pollutants" from land or water; or
- b. for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Expediting and Extra Expense \$100,000 - all amounts payable under this Extension are in addition to the Policy Limit:

(i) Expediting Expenses – The Insurer will indemnify the Insured for the reasonable extra cost including overtime and express or rapid means of transportation, necessary only to make temporary repairs to or expedite "replacement" of the insured property as the direct result of loss or destruction of or damage to such property by an insured peril.

(ii) Extra Expense – The Insurer will indemnify the Insured for 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 of "building(s)" or "contents" at the "premises" by an insured peril. The Insurer shall be liable for "extra expense" for only that period of time that is required to repair, rebuild or replace the damaged "building(s)" or "contents" with due diligence and dispatch commencing with the date of loss and not limited by the date of expiration of this Policy. As soon as practicable after any loss, the Insured shall resume complete or partial business operations at the "premises" and reduce or dispense with incurred "extra expense".

(c) Trustees Fees \$50,000 - all amounts payable under this Extension are in addition to the Policy Limit:

Where, pursuant to the Declaration and the Insurance Trust Agreement, the Insurance Trustee shall be entitled to levy and shall levy a fee or fees against the Condominium Corporation or any of the Unit Owners, and such fee or fees shall arise pursuant to loss otherwise insured by this policy, the Insurer will indemnify the Insured for the amount of such fee or fees.

(d) Arson and Burglary - all amounts payable under this Extension are in addition to the Policy Limit:

If an arson fire or a burglary occurs at the "premises" resulting in a loss covered by this Form, the Insurer will pay up to 10% of such loss, but not exceeding \$10,000 in any one occurrence, for information that leads to a criminal conviction in connection with such loss. The Insurer's liability under this extension shall not be increased by the number of persons who provide information.

(e) Bylaws - all amounts payable under this Extension are within the Policy Limit plus \$100,000 which is paid in addition to the Policy Limit

(i) Coverage provided by this policy shall, without increasing the amount of insurance, and only as a result of a peril insured against, extend to indemnify the Insured for:

- (1) loss occasioned by the demolition of any undamaged portion of the "building", or
- (2) the cost of demolishing and clearing the "premises" of any undamaged portion of the "building", or
- (3) any increase in the cost of "replacement" of the "building" on the same "premises" or on an adjacent site, of like height, floor area and style, and for like occupancy; arising from the enforcement of any by-law, regulation, ordinance or law which:
 - a. regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
 - b. is in force at the time of such loss or damage.

(ii) The Insurer shall not be liable under this extension for:

- (1) losses occasioned by the enforcement of any bylaw, regulation, ordinance or law which prohibits an Insured from rebuilding or repairing on the same "premises" or an adjacent site or prohibits continuance of like occupancy;
- (2) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up", but this exclusion does not apply:
 - a. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
 - b. to loss or damage caused directly by a peril not otherwise excluded under this Form;

(3) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(4) buildings whose original construction began prior to the year 1980, unless the Insured declares within the application for insurance under this policy that he is not aware of the provisions of any bylaw zoning requirement or construction code which would affect the reconstruction or repair of the "building", in which case this Extension of Coverage shall not apply to "building" whose original construction began prior to the year 1960.

In the event the policy limit is exhausted, the coverage provided by this extension shall continue to apply up to a limit of \$100,000 per occurrence.

(f) Land and Water Pollution Clean Up - all amounts payable under this Extension are in addition to the Policy Limit:

(i) The Insurer will indemnify the Insured for expenses incurred to "clean up" "pollutants" from land or water at the "premises" provided the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of "pollutants"

- (1) is occasioned by loss or damage to property insured at the "premises" for which loss or damage insurance is afforded under this Form;
- (2) is sudden, unexpected and unintended from the standpoint of the Insured;
- (3) first occurs during the Policy Period.

(ii) The maximum amount of insurance under this extension during any one Policy Period shall not exceed, in the aggregate, \$150,000.

(iii) The Insurer shall not be liable for:

- (1) expenses for "clean up" away from or beyond the "premises" resulting from any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", even if the "pollutants" emanated from the "premises";
- (2) expenses for "clean up" of any spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of "pollutants" that began before the effective date of this Policy;
- (3) fines, penalties, aggravated damages, punitive or exemplary damages;
- (4) expenses incurred for the "clean up" of "pollutants" at or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste.

It is a condition precedent to recovery under this extension that all expenses insured by this extension must be incurred and reported to the Insurer within 180 days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of "pollutants" for which "clean up" expenses are being claimed.

(g) Newly Acquired Locations - all amounts payable under this Extension are within the Policy Limit:

Subject to a limit of \$500,000, coverage is extended to property at any acquired location that is owned, rented or controlled by the Insured in whole or in part anywhere in Canada, and in or on vehicles within 100 metres (328 feet) of such acquired location.

This extension attaches at the time of the acquisition and extends for a period of 90 days or to the date such location is specifically added to this Form by endorsement or to the expiration of this Policy, whichever occurs first.

(h) New Construction - all amounts payable under this Extension are within the Policy Limit:

Subject to a limit of \$2,000,000, or the Limit of Coverage as stated within the Policy Declaration Pages which ever is the lesser amount, is extended to include property in the course of construction and that comprises additions, extensions, and alterations to "Premises", including:

- (i) foundations, piers or other supports, excavation, site preparation, landscaping and similar work;
- (ii) building materials and supplies, landlord's permanent fittings and fixtures to be attached to and to from part of the "Building",
- (iii) fences, frescoes, glass, and machinery and equipment forming part of "Building" services;
- (iv) temporary scaffolding, forms for concrete and hoardings.

(i) Property Management Fees - all amounts payable under this Extension are in addition to the Policy Limit:

This form shall cover reasonable expenses payable to the insured's property manager for assisting in the settlement of claims greater than \$10,000 (ten thousand dollars) not including adjustment expenses. The maximum liability of the insurer in any one loss or occurrence is limited to 15% of the claim and not exceeding \$25,000 (twenty five thousand dollars).

(j) Excavating Expenses - all amounts payable under this Extension are within the Policy Limit:

Up to \$25,000 excess of \$1,000 in any one occurrence for the cost of excavation, paving, and concrete work incurred to repair or replace water and sewer lines and electrical services.

7. PERMISSION

Permission is granted:

- (a) for other insurance concurrent with this form;
- (b) to make additions, alterations or repairs;
- (c) to do such work and to keep such articles, materials and supplies in such quantities as are usual or necessary to the maintenance of the "premises".

8. BREACH OF CONDITIONS

If the "Condominium Corporation" does not comply with a condition of this insurance, any claim for subsequent loss or damage is not recoverable. The Insurer will not deny a claim for this reason if the

"Condominium Corporation" proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected:

- (a) If the "Condominium Corporation" fails to comply with a condition in part of the "premises" over which the "Condominium Corporation" has no control, or
- (b) If the breach is committed by an owner of a "unit" or occupant without the knowledge or consent of the "Condominium Corporation".

9. REINSTATEMENT

Loss under any item of this form shall not reduce the applicable amount of insurance unless an aggregate limit per policy period is stated to apply in the "Declarations" or in any endorsement.

10. SUBROGATION

The Insurer, upon making any payment or assuming liability for payment under this form, shall be subrogated to all rights of recovery of the Insured against others and may bring action in the name of the Insured to enforce such rights.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively. Except with respect to criminal or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:

- (a) the "Condominium Corporation", its Directors, Property Managers, agents and employees; and
- (b) the owner of a "unit" and, if residents of a the household of the owner of a "unit", his or her "spouse", the relatives of either and any other person under the age of 21 in the care of an owner of an "unit" or his or her "spouse", provided the "Condominium Corporation" has waived its right of legal action against such person prior to the loss.

Independent contractors shall not be considered agents or employees of the "Condominium Corporation", its Directors, Property Managers, or of the "unit" owners.

Any release from liability entered into by the Insured prior to loss does not affect the right of the Insured to recover.

11. PROPERTY PROTECTION SYSTEMS

It is a condition of this insurance for the purpose of Clause 9, that the Insured shall immediately notify the Insurer of any interruption to, or flaw or defect, coming to the knowledge of the Insured, in any:

- (a) sprinkler or other fire extinguishing system; or
- (b) fire detection system; or
- (c) intrusion detection system;

and shall also immediately notify the Insurer of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to any of these systems or of the notification of the suspension of police service in response to any of these systems.

12. SPECIAL BASIS OF SETTLEMENT

A. "Replacement Cost":

- (a) In the event of loss or damage to the insured property, except as specified in Clauses 12.B and 12.C., the Insurer agrees to make settlement on the basis of "replacement cost" subject to the following provisions:

- (i) "replacement" shall be effected by the Insured with due diligence and dispatch;
- (ii) settlement on a "replacement cost" basis shall be made only when "replacement" has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such "replacement";
- (iii) any other insurance effected by or on behalf of the Insured in respect of the perils insured against by this form on the property to which this clause is applicable shall be on the basis of "replacement cost";
- (iv) failing compliance by the Insured with any of the above provisions of 12 A.(a), settlement shall be based on the actual cash value at the time and place of loss or damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality.

(b) In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that lost or damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this clause.

(c) This clause 12.A. does not apply to any increase in the cost of "replacement" occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

B. Records:

The liability of the Insurer for loss or damage to business records, including those which exist on electronics or magnetic media (other than pre-packaged software programs) shall be determined as follows:

- (a) the cost of blank materials for reproducing the records; and
- (b) the costs of labour to transcribe or copy the records when there is a duplicate.

C. Other Property

- (a) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac or other articles or art, rarity or antiquity;
- (b) personal property of officers and employees and condominium "unit" owners' property as insured under Extensions of Coverage 6.(c).

D. Actual Cash Value: Various factors shall be considered in the determination of actual cash value. The factors to be considered shall include, but not be limited to, "replacement cost" less any depreciation and market value. In determining depreciation, consideration shall be given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence.

13. LOSS ADJUSTMENT

The "Condominium Corporation" has the exclusive right to adjust any loss with the Insurer, and the owner of a damaged "unit" is bound by such adjustment, provided, however, that the said "Condominium Corporation", may in writing authorize an owner to adjust any loss to his "unit" with the Insurer.

14. LOSS PAYABLE

Loss, if any, shall be payable in accordance with the provisions of the legislation under which the "Condominium Corporation" is constituted. If the legislation has no such provisions, loss, if any, shall be payable as stated on the "Declaration Page(s)".

15. WAIVER OF INSURER'S OPTION TO REPAIR

Where, after a loss, a valid determination is made in accordance with provincial or territorial legislation not to repair or rebuild and any relevant statutory requirements in connection with such determination have been complied with, or where, by virtue of such legislation, the Court has made an order directing the application of insurance monies, the Insurer waives its option to repair and settlement of the loss shall be on an actual cash value basis.

16. TERMINATION

The time period for notice of termination by the Insurer is extended to 60 days except when the termination is for:

- (a) non-payment of, or any part of, the premium due under the contract or of any charge due under any agreement ancillary to the contract; or
- (b) false description of the risk, misrepresentation or fraudulent omission to communicate any circumstances that is material to be made known to the Insurer; or
- (c) change material to the risk.

In those jurisdictions where statute prescribes different policy termination conditions, such prescribed conditions shall apply.

17. OTHER INSURANCE

If at the time of the loss there is other insurance in the name of the "Condominium Corporation" insuring the property described in this form (whether collectible or not), the Insurer shall be liable for no greater

proportion of any loss than the amount of insurance under this form bears to the whole amount of insurance covering such property.

18. DEFINITIONS

Wherever used in this Form:

- (a) **"Building"** means and includes:
 - (i) those parts of the common property or common elements and the "units" as defined in the provincial or territorial legislation or in the registered documents of the "Condominium Corporation";
 - (ii) materials, equipment and supplies on the "premises" for maintenance of, and normal repairs and minor alterations of the "building" or for building services;
 - (iii) additions and extensions communicating and in contact with the "building";
 - (iv) permanent fittings and fixtures attached to and forming part of the "building";
 - (v) any structure pertaining to such "building" and located on the "premises".
 - (vi) **Unit Improvement or Betterments** where the "Condominium Corporation" is legally responsible for insuring such property.
- (b) **"Cash cards"** means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
- (c) **"Clean Up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to any of these processes.
- (d) **"Condominium Corporation"** means a Corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
- (e) **"Contents"** means personal property owned by the "Condominium Corporation" not included in "building" and similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable, all while situated on the "premises".
- (f) **"Data"** means representations of information or concepts in electronic form.
- (g) **"Data Problem"** means:
 - (i) erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
 - (ii) error in creating, amending, entering, deleting or using "Data"; or
 - (iii) inability to receive, transmit or use "Data";
- (h) **"Declaration Page(s)"** means the **Declarations** Page, including any supplementary pages or schedule of coverages attached thereto, applicable to this policy.
- (i) **"Emergency"** means the first statutory declaration of an emergency:
 - i) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
 - ii) as provided for by the relevant governing legislation if different from a).but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.
- (j) **"Fire Protective Equipment"** includes tanks, water mains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
 - (i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - (ii) any water mains or appurtenances located outside of the "premises" and forming a part of the public water distribution system;
 - (iii) any pond or reservoir in which the water is impounded by a dam.
- (k) **"Named Perils"** means:
 - (A) **FIRE OR LIGHTNING**
 - (B) **EXPLOSION**: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion,

rupture or bursting in or of the following property owned, operated or controlled by the Insured:

- (i)
 - (a) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - (b) piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
 - (c) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
 - (d) smelt dissolving tanks;
- (ii) other vessels and apparatus and connected pipes, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
- (iv) any vessels and apparatus and connected pipes while undergoing pressure tests, but this exclusion shall not apply to other insured property that has been damaged by such explosion;
- (v) gas turbines;

The following are not explosions within the intent or meaning of this section:

- (a) electric arcing or any coincident rupture of electrical equipment due to such arcing;
- (b) bursting or rupture caused by hydrostatic pressure or freezing;
- (c) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(C) IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE: The terms Aircraft and Spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:

- (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
- (ii) to aircraft, spacecraft or land vehicles causing the loss;
- (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of a "building".

(D) RIOT, VANDALISM OR MALICIOUS ACTS: The term Riot includes open assemblies of strikers inside or outside the "premises" who have quitted work and of locked-out employees. There shall in no event be any liability for loss or damage:

- (i) due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
- (ii) due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Clause 19(h)(B);
- (iii) due to theft or attempted theft.

(E) SMOKE: The term Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

(F) LEAKAGE FROM "FIRE PROTECTIVE EQUIPMENT": The term Leakage from "Fire Protective Equipment" means:

- (i) the leakage or discharge of water or other substances from;
- (ii) the collapse of;
- (iii) the rupture due to freezing of;

"fire protective equipment" for the "premises" or for adjoining structures

(G) WINDSTORM OR HAIL: There shall in no event be any liability for loss or damage:

- (i) to the interior of the "building" or to "contents" unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

(ii) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.

(l) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant, or contaminant, including odour, vapor, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

(m) **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at the location described on the "Declaration Page" and in or on vehicles within 100 metres (328 feet) of such locations.

(n) **"Property of Every Description"** means "building" and "contents".

(o) **"Replacement"** includes repair, construction or re-construction with new property of like kind and quality.

(p) **"Replacement Cost"** means the cost of replacing, repairing, constructing, or re-constructing (whichever is the least) the property with new property of like kind and quality and for like occupancy without deduction for depreciation.

(q) **"Sewer Backup"** means the backing up or overflow, within the area bounded by the bearing walls and foundations of the building described on the "Declarations Page", of water from within sewers, sumps, septic tanks or drains. For the purpose of this definition, the building does not include roadways, parking lots, other exterior paved surfaces, retaining walls or permanently installed landscape structures.

(r) **"Spouse"** means a person:

(i) who is married to or has entered a civil union with another person and is living with that person

(ii) who has been living with another person of the opposite or of the same sex and has been publicly represented as that person's spouse for at least three (3) years:

or in the following cases, for at least one (1) year if:

(a) a child has been born or is to be born of their union;

(b) they have adopted a child together;

(s) **"Unit"** means the unit as defined in provincial legislation relating to condominiums or co-ownership by declaration and includes a strata lot, and in Quebec exclusive portion as so defined.

(t) **"Unit Improvement or Betterments"** means improvements and betterments to individual "units" made or acquired by the owners of such "units", where the "Condominium Corporation" is legally responsible for insuring such property.

(U) **Note – "Property of Every Description" or "Blanket All Property" or "All Property"** means the definition of Building, Contents, Unit Improvements and Betterments, as defined within this Policy Wording, and subject to all wording terms, exclusions, conditions, and provisions within the Policy Wordings

Statutory Conditions (except Quebec)

The following Statutory and Additional Conditions, as modified or supplemented by the attached forms or endorsements, apply to all coverages insured by this policy (including fire), except where indicated. Statutory Conditions 1, 6, 7, 8, 9, 10, 11, 12 and 13 apply only to property insurance.

1. Misrepresentation

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. Property of Others

Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured in such property is stated in the contract.

3. Change of Interest

The Insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act (Canada)* or change of title by succession, by operation of law, or by death.

4. Material Change

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected by the change, unless the change is promptly notified in writing to the Insurer or its local agent. The Insurer or its agent, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract in accordance with Statutory Condition 5. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 days of the receipt of the notice, pay to the Insurer an additional premium. In default of such payment the contract is terminated at that time and Statutory Condition 5.(2)(a) applies in respect of the unearned portion of the premium.

5. Termination

- (1) This contract may be terminated,
 - (a) by the Insurer's giving to the Insured written notice of termination at least:
 - (i) five (5) days before the effective date of termination if personally delivered;
 - (ii) 15 days before the effective date of termination if the contract is terminated by registered mail for non-payment of premium; or
 - (iii) 30 days before the effective date of termination if the contract is terminated by registered mail for any other reason.
 - (b) by the Insured at any time on request.
- (2) When this contract is terminated by the Insurer,
 - (a) the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, subject to any minimum retained premium specified in the contract; and
 - (b) the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) When this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The 15 and 30 days mentioned in clauses (1)(a)(ii) and (iii) of this condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. Requirements After Loss

- (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) immediately give notice of the loss or damage in writing to the Insurer;

(b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,

- (i) giving a complete inventory of the lost or damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
- (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
- (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
- (iv) showing the amount of other insurances and the names of other insurers,
- (v) showing the interest of the Insured and of all others in the property with particulars of all mortgages, liens, encumbrances and other charges upon the property,
- (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
- (vii) showing the place where the insured property was located at the time of loss or damage;

(c) if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;

(d) if required by the Insurer and if practicable, produce accounts, warehouse receipts, stock lists, invoices and other pertinent records, verified by statutory declaration, as well as any relevant contracts or agreements with others.

(2) The evidence furnished under clauses (1) (c) and (d) of this condition shall not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person making the declaration.

8. Who May Give Notice and Proof

In case of absence or inability of the Insured to give notice of loss or make proof of loss, notice of loss may be given and proof of loss may be made by the agent of the Insured. If the Insured fails to give notice immediately, the notice of loss may be given and the proof of loss may be made by a person to whom any part of the insurance money is payable.

9. Salvage

(1) The Insured, in the event of any loss or damage to any insured property, shall take all reasonable steps to prevent further damage to such property and to prevent damage to other insured property, including, if necessary, removal to a secure location.

(2) The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subsection (1) of this condition.

10. Entry, Control, Abandonment

After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage. After the Insured has secured the property, the Insurer has a further right of access and entry sufficient to enable its agents to make appraisal or particular estimate of the loss or damage. The Insurer is not entitled to the control or possession of the insured property. There can be no abandonment of insured property to the Insurer without the Insurer's consent.

11. Appraisal (In Case of Disagreement)

In the event of disagreement as to the value of the insured property or the value of the property saved or the amount of the loss including the nature and extent of repairs or replacements required, or if made, their adequacy, those questions shall be determined by the applicable dispute resolution process (including appraisal) as provided under the *Insurance Act* before there can be any recovery under this contract, whether the right to recover under the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand for one is made in writing and until proof of loss has been delivered.

12. When Loss Payable

The loss is payable within 60 days after the proof of loss is completed and delivered to the Insurer in accordance with Statutory Condition 6, unless the contract provides for a shorter period.

13. Repair or Replacement

(1) The Insurer, instead of making payment, may repair, rebuild, or replace the property lost or damaged, giving written notice of its intention to do so within 30 days after receipt of the proof of loss. Where legislation requires, this Statutory Condition 13. Subcondition (1) may not proceed if a dispute resolution process has been initiated.

(2) In the event that the Insurer gives notice under subparagraph (1) of this condition, the Insurer shall commence to repair, rebuild, or replace the property within 45 days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.

14. Notice

Any written notice to the Insurer may be sent by registered mail or delivered to the chief agency or any office of the Insurer in the Province. Written notice may be given to the Insured by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

15. Action

An action or proceeding against an insurer in relation to a contract must be commenced, where required under legislation:

(1) in the case of loss or damage to insured property, not later than 2 years after the date the insured knew or ought to have known the loss or damage occurred, and

(2) in any other case, not later than 2 years after the date the cause of action against the insurer arose.

Data Exclusion Endorsement

Section A

With the exception of Accounts Receivable and Valuable Papers Coverage's found elsewhere in the policy, this policy does not insure:

- (i) "Data"
- (ii) loss or damage caused directly or indirectly by "Data problem". However, if loss or damage caused by "Data problem" results in the occurrence of further loss of or damage to insured property that is directly caused by fire, "explosion", "smoke", "leakage from fire protective equipment", water damage caused by bursting of frozen pipes and tanks, this exclusion shall not apply to such resulting loss or damage.

Section B

With respect to Accounts Receivable and Valuable Papers Coverages found elsewhere in the policy, this policy does not insure loss or damage caused directly or indirectly by "Data Problem". This exclusion does not apply:

- (i) to any resulting loss or damage if "Data problem" results in direct physical loss or damage to property at the "premises" caused by fire, "explosion", "smoke", "leakage from fire protective equipment", water damage caused by bursting of frozen pipes and tanks; or
- (ii) if "Data problem" is the direct result of fire, lightning, "explosion", "smoke", "leakage from fire protective equipment", "impact by aircraft, spacecraft or land vehicle", "windstorm or hail", earthquake, tsunami, flood, water damage caused by bursting of frozen pipes and tanks, at the "premises", provided that such perils are insured under this policy.

Definitions:

Wherever used in this Form:

(a) "Data" means representations of information or concepts in electronic form.

(b) "Data Problem" means:

- (i) erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
- (ii) error in creating, amending, entering, deleting or using "Data"; or
- (iii) inability to receive, transmit or use "Data";

(c) "Explosion" means:

Explosion except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:

- (i) (1) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
- (2) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
- (3) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
- (4) smelt dissolving tanks;

(ii) other vessels and apparatus, and their connected pipe, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 square inch) above

atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;

(iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

(iv) any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion shall

not apply to other insured property that has been damaged by such explosion;

(v) gas turbines.

The following are not explosions within the intent or meaning of this section;

1. electric arcing or any coincident rupture of electrical equipment due to such arcing;
2. bursting or rupture caused by hydrostatic pressure or freezing;
3. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

- (d) "Impact by aircraft, spacecraft or land vehicle": the terms "Aircraft" and "Spacecraft" include articles dropped from them. There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:
- (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
 - (ii) to aircraft, spacecraft or land vehicles causing the loss;
 - (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of "buildings".
- (e) "Leakage from fire protective equipment" means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the declaration page(s) or for adjoining "premises" and loss or damage caused by the fall or breakage or freezing of such equipment.
- (f) "Smoke" means smoke due to a sudden, unusual or faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.
- (g) "Windstorm or hail": There shall in no event be any liability for loss or damage to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail.

Except as otherwise provided in this endorsement all terms of this policy shall remain unchanged.

Earthquake Shock Endorsement

1. Insured Peril

This insurance is extended to include "earthquake".

2. Deductible

The Insurer is liable for the amount by which the loss or damage caused by "earthquake" exceeds the amount of the deductible specified on the "Declarations Page" for this endorsement in any "earthquake occurrence".

If a percentage deductible is specified, the amount of the deductible shall be that percentage of the amount of insurance for each item separately as specified on the "Declarations Page". If any such item shall insure two or more buildings and/or contents, this deductible clause shall be applied separately to each building, and/or contents.

If both an amount and a percentage are specified on the "Declarations Page", whichever deductible is greater shall apply.

This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

3. Exclusions

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to "earthquake":

- (a) fire, explosion, or smoke;
- (b) leakage from "fire protective equipment";
- (c) theft, or vandalism and malicious acts;
- (d) flood, including "surface water", waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice.

4. Extension of Coverage

The Insurer shall be liable for loss of or damage to the insured property caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from "earthquake".

5. Definitions

- (a) "Earthquake" includes snowslide, landslide, or other earth movements occurring concurrently with and directly resulting from an earthquake shock.
- (b) "Earthquake occurrence" means all earthquake shocks which occur within 168 consecutive hours, commencing during the policy period on or after the effective date of this endorsement. The expiration of this policy will not reduce the 168 hour period.
- (c) "Surface water" means water or natural precipitation temporarily diffused over the surface of the ground.

Except as otherwise provided in this extension all terms and conditions of this policy shall remain unchanged.

Flood Endorsement

1. Insured Peril

This insurance is extended to include "flood".

2. Deductible

The Insurer is liable for the amount by which the loss or damage caused by "flood" exceeds the amount of the deductible specified on the "Declarations Page" for this endorsement in any one "flood occurrence".

This Deductible Clause applies separately to each "premises" or "project site" to which this endorsement applies.

3. Exclusions

This endorsement does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to "flood":

- (a) the backing up or overflow, within the area bounded by the bearing walls and foundations of the building described on the "Declarations Page", of water from within sewers, sumps, septic tanks or drains;
- (b) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors;
- (c) (i) fire, explosion, smoke, leakage from "fire protective equipment", theft, riot, vandalism or malicious acts;(ii) leakage from a water main.

4. Extension of Coverage

The Insurer shall be liable for loss of or damage to the insured property caused by wind, hail, rain or snow entering a building through an opening in the roof or walls directly resulting from "flood".

5. Definitions

- (a) "Flood" means the breaking out or overflow of any natural or artificial body of water and includes "surface water", waves, tides, tidal waves and tsunamis.
- (b) "Flood occurrence" means all flooding which occurs within any 168 consecutive hours commencing during the policy period on or after the effective date of this endorsement. The expiration of this policy will not reduce the 168 hour period.
- (c) "Surface water" means water or natural precipitation temporarily diffused over the surface of the ground.

Except as otherwise provided in this extension all terms and conditions of the policy remain unchanged.

Sewer Backup Extension Endorsement

1. Insured Peril

This insurance is extended to include "sewer back up".

2. Deductible

The Insurer is liable for the amount by which the loss or damage caused by "sewer back up" exceeds the amount of the deductible specified on the "Declarations Page" for this endorsement in any one occurrence.

This Deductible Clause applies separately to each "premises" to which this endorsement applies.

3. Limit of Insurance

If an amount of insurance is specified on the "Declarations Page" for this endorsement the Insurer shall not be liable for more than that amount.

4. Definition

"Sewer back up" means the backing up or overflow, within the area bounded by the bearing walls and foundations of the building(s) described on the "Declarations Page", of water from within sewers, sumps, septic tanks or drains. For the purpose of this definition, the building does not include roadways, parking lots, other exterior paved surfaces, retaining walls or permanently installed landscape structures.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged

Water Damage Deductible Endorsement

Each claim for loss of, or damage to, insured property caused by the following perils, on the insured premises shall be adjusted separately and from the amount of each such adjusted claim, the sum specified on the "Declaration Page(s)" under deductible shall be deducted:

- a) Freezing of a heating, plumbing, sprinkler or air conditioning system,
- b) Escape of water from a heating, plumbing, sprinkler or air conditioning system,
- c) Escape of water from a public watermain,
- d) Overflow of water from sinks, bathtubs or other water containers.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.

Terrorism Exclusion Endorsement

This form does not insure loss or damage caused directly or indirectly, 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

This exclusion does not apply:

- a. to any ensuing loss or damage that results directly from the following perils: Fire; or the explosion of natural gas, coal, manufactured gas or manually portable gas cylinders;
- b. with respect to "Terrorism" (or to any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism") to only that portion of any loss or damage (including that specified under 1 (a) above that is required, b) by a provincial or territorial Insurance Act, its Regulations or other statute, to be covered under a property insurance policy. In no event shall this exception 1(b) be construed to give coverage beyond the strict requirements of the provincial or territorial Insurance Act, its Regulations or other statute governing that policy.

The remainder of this Terrorism Exclusion Endorsement shall remain in full force and effect.

Definition:

"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.

Except as otherwise provided in this endorsement all terms and conditions of this policy shall remain unchanged.

Communicable Disease Exclusion Endorsement (Version 10/2020)

1. The following is added to Exclusions 5.B. EXCLUDED PERILS:

Communicable Disease

We will not pay for:

- (i)** Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".
- (ii)** The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of "communicable disease".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

2. The following is added to 18. DEFINITIONS:

"Communicable Disease":

(a) Means any:

- (1)** Virus;
 - (2)** Bacterium; or
 - (3)** Other microorganism;
- that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

Except as otherwise provided in this endorsement all terms and conditions of the policy remain unchanged.

Hail and Wind Endorsement

1. Insured Peril

This insurance is extended to include “hail” and “windstorm” damage.

2. Deductible

The Insurer is liable for the amount by which the loss or damage caused by “hail” or “windstorm” exceeds the amount of the deductible specified on the “Declarations Page” for this endorsement in any “occurrence”.

If a percentage deductible is specified, the amount of the deductible shall be that percentage of the Claimed Amount.

If both an amount and a percentage are specified on the “Declarations Page”, whichever deductible is greater shall apply.

This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

Except as otherwise provided in this extension all terms and conditions of this policy shall remain unchanged.

AJG “SIGNATURE” PACKAGE

GENERAL LIABILITY SECTION
(including Umbrella Liability if applicable)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Whenever the following words are used in this COVERAGE FORM they will not be in quotation marks, however they will be specifically defined as follows:

You and **your** means the **"Named Insured"**.

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

All other words and phrases that have special meaning will be shown in "quotations" and specifically defined within the COVERAGE FORM.

A. COVERAGES**Coverage A. Bodily Injury and Property Damage Liability****1. Insuring Agreement**

- a. We will pay those sums that the "Insured" becomes legally obligated to pay as "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the "Insured" against any "action" seeking those "compensatory damages". However, we will have no duty to defend the "Insured" against any "action" seeking "compensatory damages" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- (1) the amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
- (2) our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability, Coverage C. Medical Payments or Coverage D. Tenants' Legal Liability**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) the "bodily injury" or "property damage" occurs during the POLICY PERIOD; and
 - (3) prior to the POLICY PERIOD, no "Insured" listed under paragraph 1. of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "Insured" or authorized "employee" knew, prior to the POLICY PERIOD, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the POLICY PERIOD will be deemed to have been known prior to the POLICY PERIOD.
- c. "Bodily injury" or "property damage" which occurs during the POLICY PERIOD and was not, prior to the POLICY PERIOD, known to have occurred by any "Insured" listed under paragraph 1. of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the POLICY PERIOD.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "Insured" listed under paragraph 1. of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or

(3) becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death, resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured". This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the "Insured" is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":

- (1) that the "Insured" would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an "Insured" are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

Any obligation of the "Insured" under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

d. Employer's Liability

"Bodily injury" to:

- (1) an "employee" of the "Insured" arising out of and in the course of:
 - (a) employment by the "Insured"; or
 - (b) performing duties related to the conduct of the "Insured's" business;
- (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph 2. d. (1) above.

This exclusion applies:

- (1) whether the "Insured" may be liable as an employer or in any other capacity; and
- (2) to any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

This exclusion does not apply to:

- (a) liability assumed by the "Insured" under an "insured contract"; or
- (b) a claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any "Insured" of any aircraft, air cushion vehicle or watercraft that is owned or operated by or rented or loaned to any "Insured"; or
- (2) "bodily injury" or "property damage" arising out of the ownership, maintenance, existence, use or entrustment to others by or on behalf of any "Insured" of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

This exclusion **e.** applies even if the claims against any "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "Insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any "Insured".

This exclusion **e.** does not apply to:

- (1) a watercraft while ashore on premises you own or rent;
- (2) a watercraft you do not own that is:
 - (a) less than 8 metres long; and
 - (b) not being used to carry persons or property for a charge;
- (3) "bodily injury" to an "employee" of the "Insured" on whose behalf contributions are made by or required to be made by the "Insured" under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

f. Automobile

"Bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of any "automobile" that is owned or operated by or on behalf of, or rented or loaned to, any "Insured". Use includes operation and "loading or unloading".

This exclusion also applies to any motorized snow vehicle or its trailers and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

This exclusion also applies even if the claims against any "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "Insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "automobile" that is owned or operated by, or on behalf of, or rented or loaned to any "Insured".

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury" or "property damage".

This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the "Insured" on whose behalf contributions are made by or required to be made by the "Insured" under the provisions of any Canadian provincial or territorial workers' compensation law.
- (2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the "Insured" while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.
- (3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. This exception however does not apply when such equipment is mounted on or attached to any "automobile" and such equipment is used for the purpose of "loading or unloading".

- (4) "Bodily injury" or "property damage" arising out of "loading or unloading" if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

g. Damage To Property

"Property damage" to:

- (1) property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) property loaned to you;
- (4) personal property in the care, custody or control of the "Insured";
- (5) that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

h. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

i. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

j. Damage To Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

k. Recall of Products, Work or Impaired Property

"Compensatory damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "your product";
- (2) "your work"; or
- (3) "impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

I. Violation of Any Law as To Age

"Bodily injury" to any person knowingly employed by the "Insured" in violation of any law as to age.

m. Electronic Data and Access or Disclosure of Confidential or Personal Information

"Compensatory damages" arising out of:

- (1) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"
- (2) any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

n. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

o. Professional Services

"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to:

- (1) the rendering of, or failure to render, any "professional services" for others; or
- (2) any error or omission, malpractice or mistake in providing those services described in (1) above;

by you or on your behalf.

p. Abuse

- (1) Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an "Insured", including the transmission of disease arising out of any act of "abuse".
- (2) Claims or "actions" based on "Named Insured" practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- (3) Claims or "actions" alleging failure of an "Insured" to report alleged "abuse" to the appropriate authorities once the "Insured" has gained knowledge of any alleged "abuse".

q. Damage from Blasting, Pile Driving, Removal or Weakening of Support

"Property damage" arising out of:

- (1) The use of explosives for blasting;
- (2) Vibration from pile driving or caisson work; or
- (3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.

This exclusion does not apply to:

- (1) "Property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
- (2) "Property damage" included within the "products-completed operations hazard".

r. Asbestos - see B. COMMON EXCLUSIONS

s. Fungi or Spores - see B. COMMON EXCLUSIONS

t. Nuclear Energy Liability - see B. COMMON EXCLUSIONS

u. Pollution - see B. COMMON EXCLUSIONS

v. Terrorism - see B. COMMON EXCLUSIONS

w. War Risks - see B. COMMON EXCLUSIONS

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the "Insured" becomes legally obligated to pay as "compensatory damages" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the "Insured" against any "action" seeking those "compensatory damages". However, we will have no duty to defend the "Insured" against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "action" that may result. But:
 - (1) the amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
 - (2) our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability, Coverage C Medical Payments or Coverage D. Tenants' Legal Liability**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the POLICY PERIOD.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the "Insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the POLICY PERIOD.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the "Insured".

e. Contractual Liability

"Personal and advertising injury" for which the "Insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the "Insured" would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement of, copyright, trade dress or slogan, in your "advertisement".

j. Insureds In Media and Internet Type Businesses

"Personal and advertising injury" committed by an "Insured" whose business is:

- (1) advertising, broadcasting, publishing or telecasting;
- (2) designing or determining content of web sites for others; or
- (3) an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs **a.**, **b.** and **c.** of **23. "Personal and advertising injury"** under **G. DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards

"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the "Insured" hosts, owns, or over which the "Insured" exercises control.

l. Unauthorized Use Of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Data-Related Liability and Access or Disclosure of Confidential or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

n. Asbestos - see B. COMMON EXCLUSIONS

o. Fungi or Spores - see B. COMMON EXCLUSIONS

p. Nuclear Energy Liability - see B. COMMON EXCLUSIONS

q. Pollution - see B. COMMON EXCLUSIONS

r. Terrorism - see B. COMMON EXCLUSIONS

s. War Risks - see B. COMMON EXCLUSIONS

Coverage C. Medical Payments

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) on premises you own or rent;
- (2) on ways next to premises you own or rent; or
- (3) because of your operations;

provided that:

- (1) the accident takes place in the "coverage territory" and during the POLICY PERIOD;
- (2) the expenses are incurred and reported to us within one year of the date of the accident; and
- (3) the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable amount of insurance as described in **E. AMOUNTS OF INSURANCE**. We will pay reasonable expenses for:

- (1) first aid administered at the time of an accident;
- (2) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any "Insured", except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any "Insured" or a tenant of any "Insured".

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation and Similar Laws

To a person, whether or not an "employee" of any "Insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **Coverage A. Bodily Injury and Property Damage Liability**.

Coverage D. Tenants' Legal Liability

1. Insuring Agreement

- a. We will pay those sums that the "Insured" becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to you or occupied by you. We will have the right and duty to defend the "Insured" against any "action" seeking those "compensatory damages". However, we will have no duty to defend the "Insured" against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. However:

- (1) the amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
- (2) our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability**, **Coverage C Medical Payments** or **Coverage D. Tenants' Legal Liability**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies to "property damage" only if:

- (1) the "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) the "property damage" occurs during the POLICY PERIOD; and

- (3) prior to the POLICY PERIOD, no "Insured" listed under paragraph 1. of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed "Insured" or authorized "employee" knew, prior to the POLICY PERIOD, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the POLICY PERIOD will be deemed to have been known prior to the POLICY PERIOD.
- c. "Property damage" which occurs during the POLICY PERIOD and was not, prior to the POLICY PERIOD, known to have occurred by any "Insured" listed under paragraph 1. of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the POLICY PERIOD.
- d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any "Insured" listed under paragraph 1. of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) reports all, or any part, of the "property damage" to us or any other insurer;
 - (2) receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
 - (3) becomes aware by any other means that "property damage" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Property damage" expected or intended from the standpoint of the "Insured".

b. Contractual Liability

"Property damage" for which the "Insured" is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the "Insured" would have in the absence of the contract or agreement.

c. Asbestos - see B. COMMON EXCLUSIONS

d. Fungi or Spores - see B. COMMON EXCLUSIONS

e. Nuclear Energy Liability - see B. COMMON EXCLUSIONS

f. Pollution - see B. COMMON EXCLUSIONS

g. Terrorism - see B. COMMON EXCLUSIONS

h. War Risks - see B. COMMON EXCLUSIONS

B. COMMON EXCLUSIONS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability, Coverage C. Medical Payments and Coverage D. Tenants' Legal Liability)

This insurance does not apply to:

1. Asbestos

"Bodily injury", "property damage" or "personal and advertising injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

2. Fungi or Spores

- a.** "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- b.** Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with **a.** above; or
- c.** Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in **a.** or **b.** above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

Solely for the purpose of the following exception;

- (i)** "property damage" means physical injury to animals.
- (ii)** "products-completed operations hazard" means all "bodily injury" and "property damage" that arises out of "your product" provided the "bodily injury" or "property damage" occurs after you have relinquished physical possession of "your product".

This exclusion does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" arising directly or indirectly from "fungi" or "spores" that are found in or on, or are, "your product", and you intend "your product" to be:

- (1)** applied topically to; or
 - (2)** ingested by;
- humans or animals.

3. Nuclear Energy Liability

- a.** Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b.** "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an "Insured" under this policy is also insured under a contract of nuclear energy liability insurance (whether the "Insured" is unnamed in such contract and whether or not it is legally enforceable by the "Insured") issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an "Insured" under any such policy but for its termination upon exhaustion of its limit of liability;
- c.** "Bodily injury", "property damage" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from:
 - (1)** the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an "Insured";
 - (2)** the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";
 - (3)** the possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an "Insured".

This exclusion applies regardless of any other contributing or aggravating cause or event that contribute concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

4. Pollution

- a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (1)** at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "Insured"; however, this subparagraph does not apply to:
 - (a)** "bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (b)** "bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional "Insured" with respect to your ongoing operations performed for that additional "Insured" at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any "Insured", other than that additional "Insured"; or
 - (c)** "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (2)** at or from any premises, site or location which is or was at any time used by or for any "Insured" or others for the handling, storage, disposal, processing or treatment of waste;
 - (3)** which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** any "Insured"; or
 - (ii)** any person or organization for whom you may be legally responsible; or
 - (4)** at or from any premises, site or location on which any "Insured" or any contractors or subcontractors working directly or indirectly on any "Insured's" behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "Insured", contractor or subcontractor. However, this subparagraph does not apply to:
 - (a)** "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such "Insured", contractor or subcontractor;
 - (b)** "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (c)** "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (5)** at or from any premises, site or location on which any "Insured" or any contractors or subcontractors working directly or indirectly on any "Insured's" behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

b. Any loss, cost or expense arising out of any:

- (1) request, demand, order or statutory or regulatory requirement that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section b. does not apply to liability for "compensatory damages" because of "property damage" that the "Insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. Terrorism

"Bodily injury", "property damage" or "personal and advertising injury" arising 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 "bodily injury", "property damage" or "personal and advertising injury".

6. War Risks

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

C. SUPPLEMENTARY PAYMENTS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability, and Coverage D. Tenants' Legal Liability)

1. We will pay, with respect to any claim we investigate or settle, or any "action" against an "Insured" we defend:
 - a. all expenses we incur.
 - b. the cost of bonds to release attachments, but only for bond amounts within the applicable amount of insurance. We do not have to furnish these bonds.
 - c. all reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work.
 - d. all costs assessed or awarded against you in the "action".
 - e. any interest accruing after entry of judgment upon that part of the judgment which is within the applicable amount of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable amount of insurance.

These payments will not reduce the amounts of insurance.

2. If we defend an "Insured" against an "action" and an indemnitee of the "Insured" is also named as a party to the "action", we will defend that indemnitee if all of the following conditions are met:
 - a. the "action" against the indemnitee seeks "compensatory damages" for which the "Insured" has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. this insurance applies to such liability assumed by the "Insured";
 - c. the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the "Insured" in the same "insured contract";
 - d. the allegations in the "action" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the "Insured" and the interests of the indemnitee;
 - e. the indemnitee and the "Insured" ask us to conduct and control the defense of that indemnitee against such "action" and agree that we can assign the same counsel to defend the "Insured" and the indemnitee; and

- f. the indemnitee:
 - (1) agrees in writing to:
 - (a) cooperate with us in the investigation, settlement or defense of the "action";
 - (b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "action";
 - (c) notify any other insurer whose coverage is available to the indemnitee; and
 - (d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) provides us with written authorization to:
 - (a) obtain records and other information related to the "action"; and
 - (b) conduct and control the defense of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **C. SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2. b. (2) of **Coverage A. Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the amounts of insurance.

Our obligation to defend an "Insured's" indemnitee and to pay for legal fees and necessary litigation expenses as **C. SUPPLEMENTARY PAYMENTS** ends when:

- a. we have used up the applicable amount of insurance in the payment of judgments or settlements; or
- b. the conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

D. WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. an individual, you and your spouse are "Insureds", but only with respect to the conduct of a business of which you are the sole owner.
 - b. a partnership, limited liability partnership or joint venture, you are an "Insured". Your members, your partners, and their spouses are also "Insureds", but only with respect to the conduct of your business.
 - c. a limited liability company, you are an "Insured". Your members are also "Insureds", but only with respect to the conduct of your business. Your managers are "Insureds", but only with respect to their duties as your managers.
 - d. an organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an "Insured". Your "executive officers" and directors are "Insureds", but only with respect to their duties as your officers or directors. Your shareholders are also "Insureds", but only with respect to their liability as shareholders.
 - e. a trust, you are an "Insured". Your trustees are also "Insureds", but only with respect to their duties as trustees.
2. Each of the following is also an "Insured":
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are "Insureds" for:
 - (1) "bodily injury" or "personal and advertising injury":

- (a) to you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1) (a) above;
 - (c) for which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in paragraphs (1) (a) or (b) above;
 - (d) arising out of his or her providing or failing to provide professional health care services; or
 - (e) to any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
- (2) "property damage" to property that is:
- (a) owned, occupied or used by,
 - (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company).
- b. any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. any person or organization having proper temporary custody of your property if you die, but only:
 - (1) with respect to liability arising out of the maintenance or use of that property; and
 - (2) until your legal representative has been appointed.
 - d. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this COVERAGE SECTION.
 - e. your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a "Named Insured" if there is no other similar insurance available to that organization. However:
- a. coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the POLICY PERIOD, whichever is earlier;
 - b. **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage D. Tenants' Legal Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. **Coverage B. Personal and Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an "Insured", but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.
- The insurance provided to such person or organization does not apply to any:
- a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offense committed, after you cease to own, maintain or use such premises;

- b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or
 - c. Person or organization who otherwise qualifies as an "Insured" under **D. WHO IS AN INSURED.**
5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an "Insured", but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.

The insurance provided to such person or organization does not apply to any:

- a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offense committed, after you cease to lease the equipment;
- b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or
- c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED.**

No person or organization is an "Insured" with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a "Named Insured" in the Declarations.

E. AMOUNTS OF INSURANCE

The AMOUNTS OF INSURANCE shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. "Insureds"
- b. claims made or "actions" brought; or
- c. persons or organizations making claims or bringing "actions".

1. General Aggregate

The most we will pay for the sum of:

- a. "compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- b. "compensatory damages" under **Coverage B. Personal and Advertising Injury Liability**; and
- c. medical expenses under **Coverage C. Medical Payments**;

is the GENERAL AGGREGATE AMOUNT OF INSURANCE, shown in the Declarations.

2. Products-Completed Operations Aggregate

The most we will pay for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under **Coverage A. Bodily Injury and Property Damage Liability** is the PRODUCTS-COMPLETED OPERATIONS AGGREGATE AMOUNT OF INSURANCE shown in the Declarations.

3. Each Occurrence

Subject to 1. or 2. above, the EACH OCCURRENCE AMOUNT OF INSURANCE shown in the Declarations is the most we will pay for the sum of:

- a. "compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**; and
 - b. medical expenses under **Coverage C. Medical Payments**;
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".

4. Personal and Advertising Injury Liability

Subject to 1. above, the PERSONAL AND ADVERTISING INJURY AMOUNT OF INSURANCE shown in the Declarations is the most we will pay under **Coverage B. Personal and Advertising Injury Liability** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.

5. Medical Payments

Subject to 3. above, the MEDICAL PAYMENTS - ANY ONE PERSON AMOUNT OF INSURANCE stated in the Declarations is the most we will pay under **Coverage C. Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

6. Tenants' Legal Liability

The TENANTS' LEGAL LIABILITY - ANY ONE PREMISES AMOUNT OF INSURANCE shown in the Declarations is the most we will pay under **Coverage D. Tenants' Legal Liability** for "compensatory damages" because of "property damage" to any one premises as the result of any one "occurrence".

The amounts of insurance of this COVERAGE SECTION apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the POLICY PERIOD shown in the Declarations, unless the POLICY PERIOD is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the amounts of insurance.

7. Deductible

- a. Our obligation to pay "compensatory damages", on your behalf, for "property damage" liability insured under **Coverage A. Bodily Injury and Property Damage Liability** is limited to the EACH OCCURRENCE AMOUNT OF INSURANCE shown in the Declarations. However we will not make any payment under this coverage until the amount of loss exceeds the DEDUCTIBLE: PROPERTY DAMAGE LIABILITY amount stated in the Declarations.
- b. Our obligation to pay "compensatory damages", on your behalf, for "property damage" liability insured under **Coverage D. Tenants' Legal Liability** is limited to the TENANTS LEGAL LIABILITY - ANY ONE PREMISES AMOUNT OF INSURANCE shown in the Declarations. However we will not make any payment under this coverage until the amount of loss exceeds the DEDUCTIBLE: PROPERTY DAMAGE LIABILITY amount stated in the Declarations.
- c. The DEDUCTIBLE: PROPERTY DAMAGE LIABILITY amount stated in the Declarations applies as follows:
 - (1) PER CLAIM basis - if the Declarations indicate that the "property damage" deductible is on a PER CLAIM basis, the deductible amount applies:
 - (a) under **Coverage A. Bodily Injury and Property Damage Liability**, to all "compensatory damages" because of "property damage" sustained by any one person or organization, as the result of any one "occurrence";
 - (b) under **Coverage D. Tenants' Legal Liability**, to all "compensatory damages" because of "property damage" sustained by any one person or organization, at any one premises, as the result of any one "occurrence".
 - (2) PER OCCURRENCE basis - if the Declarations indicate that the "property damage" deductible is on a PER OCCURRENCE basis, the deductible amount applies:
 - (a) under **Coverage A. Bodily Injury and Property Damage Liability**, to all "compensatory damages" because of "property damage" as the result of one "occurrence";
 - (b) under **Coverage D. Tenants' Legal Liability**, to all "compensatory damages" because of "property damage" at any one premises, as the result of any one "occurrence".
- d. The terms of this insurance, including those with respect to:
 - (2) our right and duty to defend any "action" seeking those "compensatory damages"; and
 - (3) your duties in the event of an "occurrence", claim or "action";apply irrespective of the application of any deductible amount.
- e. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

F. COMMERCIAL GENERAL LIABILITY CONDITIONS

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. Bankruptcy

Bankruptcy or insolvency of the "Insured" or of the "Insured's" estate will not relieve us of our obligations under this COVERAGE SECTION.

2. Duties In The Event Of Occurrence, Offense, Claim or Action

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) how, when and where the "occurrence" or offense took place;
 - (2) the names and addresses of any injured persons and witnesses; and
 - (3) the nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "action" is brought against any "Insured", you must:
 - (1) immediately record the specifics of the claim or "action" and the date received; and
 - (2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "action" as soon as practicable.
- c. You and any other involved "Insured" must:
 - (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (2) authorize us to obtain records and other information;
 - (3) cooperate with us in the investigation or settlement of the claim or defense against the "action"; and
 - (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.
- d. No "Insured" will, except at that "Insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this COVERAGE SECTION:

- a. to join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an "Insured"; or
- b. to sue us on this COVERAGE SECTION unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "Insured" obtained after an actual trial; but we will not be liable for "compensatory damages" that are not payable under the terms of this COVERAGE SECTION or that are in excess of the applicable amount of insurance. An agreed settlement means a settlement and release of liability signed by us, the "Insured" and the claimant or the claimant's legal representative.

Every action or proceeding against an insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

4. Other Insurance

If other valid and collectible insurance is available to the "Insured" for a loss we cover under **Coverage A. Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability or D. Tenants' Legal Liability** of this COVERAGE SECTION, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (b) that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (c) that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) if the loss arises out of the maintenance or use of watercraft or "automobile" to the extent not subject to either Exclusion **e.** or **f.** of **Coverage A. Bodily Injury and Property Damage Liability.**
- (2) any other primary insurance available to you covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which you have been added as an additional "Insured" by attachment of an endorsement.

When this insurance is excess, we will have no duty under **Coverage A. Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability or Coverage D. Tenants' Legal Liability** to defend the "Insured" against any "action" if any other insurer has a duty to defend the "Insured" against that "action". If no other insurer defends, we will undertake to do so, but we will be entitled to the "Insured's" rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the amounts of insurance shown in the Declarations of this COVERAGE SECTION.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable amount of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable amount of insurance to the total applicable amounts of insurance of all insurers.

1. Premium Audit

- a. We will compute all premiums for this COVERAGE SECTION in accordance with our rules and rates.
- b. Premium shown in this COVERAGE SECTION as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first "Named Insured". If the sum of the advance and audit premiums paid for the POLICY PERIOD is greater than the earned premium, we will return the excess to the first "Named Insured" subject to the retention of the minimum retained premium shown in the Declarations of this policy.
- c. The first "Named Insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

2. Separation Of Insureds, Cross Liability

Except with respect to the amounts of insurance, and any rights or duties specifically assigned in this COVERAGE SECTION to the first "Named Insured", this insurance applies:

- a. as if each "Named Insured" were the only "Named Insured"; and
- b. separately to each "Insured" against whom claim is made or "action" is brought.

3. Transfer Of Rights Of Recovery Against Others To Us

If the "Insured" has rights to recover all or part of any payment we have made under this COVERAGE SECTION, those rights are transferred to us. The "Insured" must do nothing after loss to impair them. At our request, the "Insured" will bring "action" or transfer those rights to us and help us enforce them.

G. DEFINITIONS

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.'
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
 - a. an arbitration proceeding in which such "compensatory damages" are claimed and to which the "Insured" must submit or does submit with our consent; or
 - b. any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the "Insured" submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
4. **"Automobile"** means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Coverage territory"** means:
 - a. Canada and the United States of America (including its territories and possessions);
 - b. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. all other parts of the world if the injury or damage arises out of:
 - (1) goods or products made or sold by you in the territory described in a. above;
 - (2) the activities of an "Insured" person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the "Insured's" responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement we agree to.

8. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
9. **"Employee"** includes a "leased worker" and a "temporary worker".
10. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
11. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
12. **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
13. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
14. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. you have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. the repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. you fulfilling the terms of the contract or agreement.
15. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of, or failure to render, during the POLICY PERIOD, the following services:
- a. medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- by any "Insured" or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in **a.** and **b.** above.
16. **"Insured"** means any person or organization qualifying as such under **D. WHO IS AN INSURED.**
17. **"Insured contract"** means:
- a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. a sidetrack agreement;
 - c. an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - d. any other easement agreement;
 - e. an obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
 - f. an elevator maintenance agreement;
 - g. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **g.** does not include that part of any contract or agreement:

- (1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) under which the "Insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "Insured's" rendering or failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 18. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 19. **"Loading or unloading"** means the handling of property:
 - a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
 - b. while it is in or on an aircraft, watercraft or "automobile"; or
 - c. while it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
- 20. **"Named Insured"** means only those persons or organizations:
 - a. designated in NAME AND ADDRESS OF INSURED on the Declarations; and
 - b. that have been added by part 3. under **D. WHO IS AN INSURED.**
- 21. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
- 22. **"Nuclear facility"** means:
 - a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - b. any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or packaging waste;
 - c. any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material";and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- 23. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 24. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. the use of another's advertising idea in your "advertisement"; or
 - g. infringing upon another's copyright, trade dress or slogan in your "advertisement".
25. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
26. **"Products-completed operations hazard"**:
- a. includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) products that are still in your physical possession; or
 - (2) work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) when all of the work called for in your contract has been completed.
 - (b) when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. does not include "bodily injury" or "property damage" arising out of:
 - (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any "Insured"; or
 - (2) the existence of tools, uninstalled equipment or abandoned or unused materials.
27. **"Professional services"** shall include but not be limited to:
- a. medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - b. any professional service or treatment conducive to health;
 - c. professional services of a pharmacist;
 - d. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - e. the handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
 - f. any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
 - g. the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
 - h. supervisory, inspection, architectural, design or engineering services;
 - i. accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's, professional advice or activities;
 - j. any computer programming or re-programming, consulting, advisory or related services; or
 - k. claim, investigation, adjustment, appraisal, survey or audit services.
28. **"Property damage"** means:

- a. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, digital video discs, compact discs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 29. **"Radioactive material"** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements, and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
- 30. **"Spores"** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
- 31. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 32. **"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.
- 33. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 34. **"Your product":**
 - a. means:
 - (1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) you;
 - (b) others trading under your name; or
 - (c) a person or organization whose business or assets you have acquired; and
 - (2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. includes:
 - (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) the providing of or failure to provide warnings or instructions.
 - c. does not include vending machines or other property rented to or located for the use of others but not sold.
- 35. **"Your work":**
 - a. means:
 - (1) work or operations performed by you or on your behalf; and
 - (2) materials, parts or equipment furnished in connection with such work or operations.
 - b. includes:
 - (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) the providing of or failure to provide warnings or instructions.



**Wawanesa
Insurance**

COMMERCIAL LIABILITY
COVERAGE SECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following replaces i. **Damage To Your Work** of **2. Exclusions** in **Coverage A. Bodily Injury and Property Damage Liability** under **A. COVERAGES**:

- i. "Property damage" to that particular part of "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.



COMMERCIAL LIABILITY COVERAGE SECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREST AND PRAIRIE FIRE FIGHTING EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

FOREST AND PRAIRIE FIRE FIGHTING EXPENSE COVERAGE

1. Insuring Agreement

We will pay those third party expenses that the "Insured" becomes legally obligated to pay, as imposed under any forest and/or prairie fire prevention act or equivalent legislation of any Province or Territory of Canada, for the controlling or extinguishing of fires that commence during the POLICY PERIOD.

2. EXCLUSIONS

This insurance does not apply to:

- a. Any fire fighting expenses that are part of any loss covered elsewhere in the COMMERCIAL LIABILITY COVERAGE SECTION;
- b. Any fire fighting expenses of the "Insured", its "employees" or agents;
- c. Any fire fighting expenses of contractors or subcontractors engaged by the "Insured" at the time the fire occurs;
- d. Any fire fighting expenses, if it is found that in the circumstances giving rise to the costs, the "Insured" has deliberately and knowingly contravened any of the sections or subsections in any forest and/or prairie fire prevention act or equivalent legislation of any Province or Territory of Canada in respect of the lighting, controlling or extinguishing of fires.

3. AMOUNTS OF INSURANCE

The most we will pay for the sum of all covered expenses during each twelve (12) month term of this policy is the FOREST AND PRAIRIE FIRE FIGHTING EXPENSES AMOUNT OF INSURANCE stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Item **4. Pollution** in **B. COMMON EXCLUSIONS** is deleted and replaced by the following:

This insurance does not apply to:

4. Pollution

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (a) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (d) "Bodily injury" or "property damage" occurring at any premises, site or location situated in Canada and arising out of an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" provided such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - i) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and
 - ii) is detected within 120 hours after the commencement of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 - iii) is reported to us within 120 hours of the detection of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 - iv) occurs in a quantity or with a quality that is in excess of that which is routine or usual to the business of the insured.
 - (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) Any insured; or
 - (b) Any person or organization for whom you may be legally responsible; or
 - (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants

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or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (d) "Bodily injury" or "property damage" occurring at any premises, site or location situated in Canada and arising out of an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" provided such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - i) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and
 - ii) is detected within 120 hours after the commencement of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 - iii) is reported to us within 120 hours of the detection of such spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape; and
 - iv) occurs in a quantity or with a quality that is in excess of that which is routine or usual to the business of the insured.

- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section **b.** does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

AMOUNTS OF INSURANCE

The Each Occurrence limit applicable to sub-paragraphs **a. (1) (a)**, **a. (1) (b)**, **a. (1) (c)**, **a. (1) (d)** and **a. (4) (a)**, **a. (4) (b)**, **a. (4) (c)** and **a. (4) (d)** is the Limited Pollution Liability Amount of Insurance stated in the Declarations. This limit is part of and not in addition to the Each Occurrence Limit as described in **3. Each Occurrence** under **E. AMOUNTS OF INSURANCE**.

The Limited Pollution Liability Aggregate Limit stated in the Declarations is the most we will pay for all Limited Pollution Liability losses in any one policy period. This Limited Pollution Liability Aggregate Amount of Insurance stated in the Declarations is part of and not in addition to the General Aggregate as described in **1. General Aggregate** under **E. AMOUNTS OF INSURANCE**.



COMMERCIAL LIABILITY
COVERAGE SECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE AMENDMENT - PROPERTY DAMAGE AND BODILY INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following changes are made to **7. Deductible** in **E. AMOUNTS OF INSURANCE**:

1. Any reference in items **a.**, **c.(1)**, **c.(1)(a)**, **c.(2)**, and **c.(2)(a)**, to "property damage" will be replaced with "property damage" and "bodily injury".
2. Any reference to DEDUCTIBLE: PROPERTY DAMAGE LIABILITY is replaced with DEDUCTIBLE: PROPERTY DAMAGE AND BODILY INJURY LIABILITY.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED AUTOMOBILE AND HIRED AUTOMOBILE LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE SECTION

This insurance is subject to the terms and conditions of the policy form approved by the Superintendent of Insurance.

Insurance is provided only with respect to those coverages for which a specific premium is shown in the Declarations.

1. The insurance under **Coverage A. Bodily Injury and Property Damage Liability** applies to "bodily injury" or "property damage" arising out of the use or operation of:
 - a. any "non-owned auto" by any person other than you; or
 - b. any "hired auto" by you or your "employees";in your business.

2. The exclusions in 2. Exclusions in **Coverage A. Bodily Injury and Property Damage Liability under A. COVERAGES**, other than exclusions 2.a. Expected or Intended Injury, 2.b. Contractual Liability, 2.c. Workers' Compensation and Similar Laws, 2.q. Damage from Blasting, Pile Driving, Removal or Weakening of Support, 2.r. Asbestos, 2.s. Fungi or Spores, 2.v. Terrorism and 2.w. War, are deleted and replaced by the following:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the use or operation of any "automobile" while personally driven by you if you are an individual.
 - b. "Bodily injury" to the "Insured" or to any partner, "executive officer" or "employee" of the "Insured" arising out of and in the course of employment by the "Insured".
 - c. "Property damage" to:
 - (1) property owned or being transported by or rented or loaned to the "Insured"; or
 - (2) property in the care, custody or control of the "Insured".
3. **D. WHO IS AN INSURED** is replaced by the following:

Each of the following is an "Insured" under this insurance to the extent set forth below:

 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. With respect to a "non-owned auto", any partner, "executive officer" or "employee" of yours, but only while such "non-owned auto" is being used in your business;
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an "Insured" under a., b., or c. above.

None of the following is an "Insured":

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment;
- b. Any partner, "executive officer" or "employee" with respect to any "automobile" owned by such partner, officer or "employee" or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business";

- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a "Named Insured" in the Declarations.

4. E. AMOUNTS OF INSURANCE is replaced by the following:

- a. The AMOUNT OF INSURANCE shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) "Insureds";
 - (2) Claims made or "actions" brought; or
 - (3) Persons or organizations making claims or bringing "actions".
- b. The minimum limits prescribed by The Insurance Act (Automobile Insurance Part) is the most we will pay under **Coverage A. Bodily Injury and Property Damage Liability** for compensatory damages relating to the nuclear energy hazard.
- c. Subject to b. above, the Non-owned Automobile Amount is the most we will pay under **Coverage A. Bodily Injury and Property Damage Liability** for compensatory damages because of "bodily injury" and "property damage" arising out of any one "occurrence".

5. OTHER INSURANCE

The following Condition is added to item b.(1) in 4. **Other Insurance** under **F. COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(d) If the loss arises out of the use or operation of any "non-owned auto" or "hired auto".

6. The following is added to 16. "Insured contract" under G. DEFINITIONS:

An "automobile" lease agreement.

7. Item 7. "Coverage territory" under G. DEFINITIONS is replaced by the following:

7. "Coverage territory":

- a. Canada and the United States of America;
- b. international waters, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above.

8. The following definitions are added to G. DEFINITIONS:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "automobiles".

"Hired auto" means any "automobile" you lease, hire or borrow. This does not include any "automobile" you lease, hire or borrow from any of your "employees" or members of their households, or from any partner or "executive officer" of yours.

"Non-owned auto" means any "automobile" you do not own, lease, hire or borrow which are used in connection with your business. However if you are a partnership a "non-owned auto" does not include any "automobile" owned by any partner.



COMMERCIAL LIABILITY
COVERAGE SECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

This endorsement modifies insurance provided under the following:

NON-OWNED AUTOMOBILE AND HIRED AUTOMOBILE LIABILITY

The following coverage is added:

LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

We will pay those sums imposed on you by law or assumed by you under any contract or agreement as "compensatory damages" for loss or damage arising from your care, custody or control of a "hired auto" with or without drivers provided the "hired auto" is used in your business. For the purposes of this endorsement "hired auto" does not include any "automobiles" owned in whole or in part by or licensed in your name or the name of any of your partners, officers or "employees".

AMOUNT OF INSURANCE

The most we will pay under LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES is \$25,000 unless a higher amount is shown in the Declarations.

DEDUCTIBLE

Our obligation under LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of any DEDUCTIBLE: PROPERTY DAMAGE LIABILITY amount shown in the Declarations.

No deductible will be applied under this coverage for loss or damage caused by fire, lightning or theft of the entire "automobile".

EXCLUSIONS

We will not pay for:

- a. Loss or damage to any "automobile" while personally driven by you if you are an individual;
- b. Loss or damage:
 - (1) to tires, or consisting of or caused by mechanical fracture or breakdown of any part of an "automobile", or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage caused by fire, theft or malicious mischief;
 - (2) to any "automobile" while being used without the consent of the owner;
 - (3) caused directly or indirectly by contamination by "radioactive material";
 - (4) to contents of trailers or to rugs or robes;
 - (5) to tapes, digital video discs, or compact discs and their equipment not attached to the "automobile";
 - (6) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war has been declared or not; or
- c. Any liability you assumed under any contract or agreement exceeding 30 consecutive days for any one specific "automobile".

ADDITIONAL CONDITIONS

Automobiles With Attached Trailers

When the "automobile" has one or more attached trailers, the "automobile" and each attached trailer unit shall be considered separate "automobiles" for the purpose of applying the AMOUNT OF INSURANCE and DEDUCTIBLE provisions of this form.



COMMERCIAL LIABILITY
COVERAGE SECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDING LONG TERM LEASED VEHICLES

This endorsement modifies insurance provided under the following:

NON-OWNED AUTOMOBILE AND HIRED AUTOMOBILE LIABILITY

The definition of "hired auto" under paragraph 8., is replaced with the following:

2. **"Hired auto"**, means any "automobile" you lease, hire or borrow for a period not exceeding thirty (30) days. This does not include any "automobile" you lease, hire or borrow from any of your "employees" or members of their household, or from any partner or "executive officer" of yours.



COMMERCIAL LIABILITY
COVERAGE SECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-OWNED AUTOMOBILE AND HIRED AUTOMOBILE
CONTRACTUAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

NON-OWNED AUTOMOBILE AND HIRED AUTOMOBILE LIABILITY

Paragraph 6., is replaced with the following:

a. The following is added to **16. "Insured contract"** under **G. DEFINITIONS**:

An "automobile" lease agreement including all written contracts or agreements for the use or operation, for your business, of any "non-owned auto" by any person other than you or any "hired auto" by you or your "employees".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following is added to **A. COVERAGES:**

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that you become legally obligated to pay as "compensatory damages" because of any act of negligence, error, mistake or omission in the "administration" of "employee benefits programs". We have the right and duty to defend any "action" seeking those "compensatory damages". We may at our discretion investigate any "occurrence" and settle any claim or "action" that may result. But:
 - (1) the amount we pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
 - (2) our right and duty to defend end when we have used up the applicable Amount of Insurance in the payment of judgments or settlements under EMPLOYEE BENEFITS LIABILITY COVERAGE.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.
- b. "Compensatory damages" arising out of the "administration" of "employee benefit programs" shall be deemed to be caused by an "occurrence".
- c. For the purpose of determining the Amounts of Insurance, any act or related act of negligence, error, mistake or omission in the administration of these "employee benefit programs" will be considered one "occurrence".
- d. We will only pay for "compensatory damages" which are awarded to any of your "employees" or former "employees" or their heirs, beneficiaries or legal representatives of either and which result from an act of negligence, error or mistake or omission on your part or on the part of others for whom you are is legally responsible in the "administration" of your "employee benefits programs".
- e. This insurance only applies if:
 - (1) the "occurrence" takes place in the "coverage territory"; and
 - (2) the "occurrence" takes place during the POLICY PERIOD.

2. Exclusions

This insurance does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation;
- b. "Bodily injury", "personal and advertising injury" or "property damage";
- c. Any claim for failure of performance of contract by an "Insurer", or any other party including yourself, obligated to afford benefits;
- d. Any claim based upon insufficiency of funds to meet any obligation under any plan included in the "employee benefits program";
- e. Any claim based upon your failure to comply with the mandatory provisions of any law or similar law concerning workers' compensation, employment insurance, social security or disability benefits;
- f. Any claim based on:
 - (a) failure of stocks, bonds or other securities to perform as you represented, including, but not limited to, their failure to produce financial gain, profit or growth;
 - (b) advice you have given to participate or not participate in stock subscription plans.

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3. Amount of Insurance

- a. The AMOUNT OF INSURANCE shown in the Declarations for EMPLOYEE BENEFITS LIABILITY COVERAGE and the rules below establish the most we will pay regardless of the number of:
 - (1) "Insureds";
 - (2) Claims made or "actions" brought; or
 - (3) Persons or organizations making claims or bringing "actions".
- b. The AMOUNT OF INSURANCE shown in the Declarations for EMPLOYEE BENEFITS LIABILITY COVERAGE applies separately to each consecutive twelve (12) month POLICY PERIOD this policy is in force and to any remaining period of less than twelve (12) months, starting with the beginning of the POLICY PERIOD shown in the Declarations, unless the POLICY PERIOD is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed to be part of the last preceding period for the purpose of determining the Amounts of Insurance.
- c. The AMOUNT OF INSURANCE shown in the Declarations for EMPLOYEE BENEFITS LIABILITY COVERAGE is the most we will pay for all sums that you become legally obligated to pay as "compensatory damages" because of any act of negligence, error, mistake or omission in the "administration" of "employee benefits programs" during each consecutive twelve (12) month POLICY PERIOD this policy is in force and to any remaining period of less than twelve (12) months, starting with the beginning of the POLICY PERIOD shown in the Declarations, unless the POLICY PERIOD is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed to be part of the last preceding period for the purposes of determining the Amounts of Insurance.

4. Territorial Limitation

We will only pay for acts of negligence, error, mistake or omission, which occur within Canada.

5. Deductible

Our obligation under EMPLOYEE BENEFITS LIABILITY COVERAGE to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of \$500 unless a higher amount is shown in the Declarations for DEDUCTIBLE: EMPLOYEE BENEFITS LIABILITY COVERAGE.

6. Definitions

- a. "Employee benefits program" means one or more of the following types of insurance or plans you maintain solely for the benefit of your "employees":
 - (1) Group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, employment insurance, social security benefits, workers compensation and disability benefits; or
 - (2) Any other similar employee benefits program sponsored by you.
- b. "Administration" means performance of the following administrative functions for an "employee benefits program":
 - (1) Application of rules determining eligibility for participation of benefits;
 - (2) Calculation of service and compensation credits for benefits;
 - (3) Preparation of "employee" communications material;
 - (4) Maintenance of participants service and employment records;
 - (5) Preparation of reports required by government agencies;
 - (6) Calculation of benefits;
 - (7) Orientation of new participants and advising participants of their rights and options under the plan;
 - (8) Preparation of reports concerning participants' benefits; and
 - (9) Processing of claims.
- c. For the purposes of this coverage "action" means a civil proceeding in which damage because of acts of negligence, error, mistake or omission to which this insurance applies are alleged. "Action" includes:
 - (1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit with our consent.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

All Coverage Sections in this policy are subject to the following conditions. Whenever the following words are used in the following sections, they will not be in quotation marks however they will be specifically defined as follows:

You and **your** means the **Named Insured**.

We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

All other words and phrases that have special meaning will be shown in quotations. Please refer to the **Definitions** in the coverage sections.

1. REPRESENTATIONS

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

2. CANADIAN CURRENCY CLAUSE

All amounts of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

3. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the POLICY PERIOD and up to three years afterward.

5. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend any changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

6. LIBERALIZATION

If we adopt any revision which would broaden coverage under this policy without any additional premium during the POLICY PERIOD, the broadened coverage will immediately apply to this policy.

7. PREMIUMS

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and

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- b. Will be the payee for any return premiums we pay.

We will compute all premiums for this policy in accordance with our rules and rates.

We may, because of undeclared exposures or change in your business operations, acquisition or use of locations not shown in the Declarations, require an additional premium in accordance with our rules, rates and forms in effect at the time of the change.

8. TERMINATION

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to us advance written notice of termination.
- b. We may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - (1) 5 days before the effective date of termination if personally delivered;
 - (2) 15 days before the effective date of termination if we terminate for nonpayment of premium; or
 - (3) 30 days before the effective date of termination if we terminate for any other reason.

Except in Quebec, if notice is mailed, termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice.

In Quebec, termination takes effect either 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for termination.

- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. The policy period will end on the date termination takes effect.
- e. If this policy is terminated, we will send the first Named Insured any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

9. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

STATUTORY CONDITIONS (Alberta)

MISREPRESENTATION

- 1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

PROPERTY OF OTHERS

- 2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

CHANGE OF INTEREST

- 3 The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

MATERIAL CHANGE IN RISK

- 4
 - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
 - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
 - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
 - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

TERMINATION OF INSURANCE

- 5
 - (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
 - (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
 - (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
 - (4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

REQUIREMENTS AFTER LOSS

- 6
 - (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,
 - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
 - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,

- (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
- (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

FRAUD

- 7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

WHO MAY GIVE NOTICE AND PROOF

- 8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made
- (a) by the agent of the insured if
- (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or

- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

SALVAGE

- 9 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

ENTRY, CONTROL AND ABANDONMENT

- 10 After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

IN CASE OF DISAGREEMENT

- 11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

WHEN LOSS PAYABLE

- 12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

REPAIR OR REPLACEMENT

- 13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

NOTICE

- 14 (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

STATUTORY CONDITIONS (Saskatchewan)

Misrepresentation

- 1 If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to any property in relation to which the misrepresentation or omission is material.

Property of others

- 2 Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

Change of interest

- 3 The insurer shall be liable for loss or damage occurring after an authorized assignment pursuant to the *Bankruptcy and Insolvency Act (Canada)* or change of title by succession, by operation of law, or by death.

Material change

- 4 Any change material to the risk and within the control and knowledge of the insured shall avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if he desires the contract to continue in force, he must, within 15 days of the receipt of the notice, pay to the insurer an additional premium; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

Termination of contract

- 5 (1) This contract may be terminated:
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail, or five days' written notice of termination personally delivered;
 - (b) by the insured at any time on request.
- (2) Where this contract is terminated by the insurer:
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or termination as to amount, in which case the refund shall be made as soon as practicable.

- (3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order, or by cheque payable at par.
- (5) The 15 days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements after loss

- 6 (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by statutory declaration;
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
 - (iv) showing the amount of other insurances and the names of other insurers;
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;

- (vi) showing any changes in title, use, occupation, location, possession nor exposures of the property since the issue of the contract;
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

- 7 Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

Who may give notice and proof

- 8 Notice of loss may be given, and proof of loss may be made, by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Salvage

- 9 (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- (2) The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph 1 of this condition according to the respective interests of the parties.

Entry, control, abandonment

- 10 After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

- 11 In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under *The Saskatchewan Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

When loss payable

- 12 The loss shall be payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

- 13 (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within 30 days after receipt of the proofs of loss.
- (2) In that event the insurer shall commence to so repair, rebuild, or replace the property within 45 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

- 14 Repealed, 2004, c. L-16.1, s.76

Notice

- 15 Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province; and written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer; and in this condition, the expression "registered" means registered in or outside Canada.

Statutory Conditions (Northwest Territories)

Statutory conditions

The conditions set out in this section shall be deemed to be part of every contract in force in the Northwest Territories and shall be printed on every policy with the heading "Statutory Conditions" and no variation or omission of or addition to any statutory condition is binding on the insured. S.N.W.T. 2011, c.16,s.12(2).

Les conditions prévues au présent article sont réputées faire partie de tout contrat en vigueur dans les Territoires du Nord-Ouest et doivent être imprimées sur chaque police sous le titre «Conditions légales»; aucune modification, omission ou adjonction à l'une de ces conditions n'engage l'assuré. L.T.N.-O. 2011, ch. 16, art. 12(2).

Conditions légales

STATUTORY CONDITIONS

CONDITIONS LÉGALES

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

1. Lorsqu'un proposant donne une fausse description des biens au préjudice de l'assureur, représente fausement ou omet frauduleusement de déclarer une circonstance qu'il est essentiel de porter à la connaissance de l'assureur pour lui permettre d'apprécier le risque qu'il prend à sa charge, le contrat est nul quant aux biens qui font l'objet de l'assertion inexacte ou de l'omission.

Assertions inexactes

Property of others

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

2. Sauf stipulation contraire du contrat, l'assureur ne répond pas des pertes ou des dommages causés à des biens n'appartenant pas à l'assuré, à moins que le contrat ne fasse mention de l'intérêt de l'assuré dans ces biens.

Biens d'autrui

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or change of title by succession, by operation of law, or by death.

3. L'assureur répond de la perte ou des dommages survenant après une cession autorisée par la *Loi sur la faillite et l'insolvabilité* (Canada) ou après un transfert de titre par succession, par l'application de la loi ou par suite d'un décès.

Cession de l'assurance

Material changes

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

4. Tout changement dans les circonstances constitutives du risque qui vient à la connaissance de l'assuré et qui dépend de sa volonté est une cause de nullité de la partie du contrat qu'il vise, à moins que l'assureur ou son agent local n'en soit promptement avisé par écrit. L'assureur peut alors résilier le contrat et, le cas échéant, rembourser la partie non acquise de la prime acquittée par l'assuré, ou aviser l'assuré par écrit qu'il doit, s'il désire que le contrat demeure en vigueur, acquitter dans les 15 jours suivant réception de l'avis une prime supplémentaire sous peine de résiliation du contrat, auquel cas l'assureur lui rembourse, le cas échéant, la portion non acquise de la prime qu'il a payée.

Changements dans les circonstances constitutives du risque

Termination

5. (1) This contract may be terminated,
 (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 (b) by the insured at any time on request.

5. (1) Le présent contrat peut être résilié:
 a) par l'assureur, moyennant un préavis de 15 jours posté, en recommandé, à l'assuré, ou de cinq jours, s'il lui est remis en main propre;
 b) par l'assuré, à tout moment, sur demande.

Résiliation

Statutory Conditions (Northwest Territories)

- (2) Where this contract is terminated by the insurer,
- (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order, cheque payable at par or electronic funds transfer.

(5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

- (2) En cas de résiliation par l'assureur :
- a) celui-ci rembourse l'excédent de la prime acquittée sur la prime acquise calculée pour la période écoulée, sous réserve de la retenue de la prime minimale stipulée par le contrat;
 - b) le remboursement accompagne l'avis, sauf si la prime est sujette à rajustement, auquel cas le remboursement est fait dès que possible.

(3) En cas de résiliation par l'assuré, l'assureur rembourse dès que possible l'excédent de la prime acquittée sur la prime acquise calculée au taux à court terme pour la période écoulée, sous réserve de la retenue de la prime minimale stipulée par le contrat.

(4) Le remboursement peut se faire en espèces, par mandat-poste ou mandat de compagnie de messagerie, par chèque encaissable au pair ou par un transfert électronique de fonds.

(5) Les 15 jours de préavis mentionnés à l'alinéa (1)a commencent à courir le jour suivant la réception de la lettre recommandée au bureau de poste de sa destination.

Requirement After Loss

6. (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
- (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur

6. (1) En cas de sinistre couvert atteignant les biens assurés, l'assuré, en plus d'observer les formalités stipulées aux conditions légales 9, 10 et 11 :
- a) en avise aussitôt l'assureur par écrit;
 - b) remet dès que possible à l'assureur un état de sinistre appuyé d'une déclaration solennelle :
 - (i) dressant l'inventaire complet des biens atteints, et exposant en détail la quantité, le coût, la valeur au jour du sinistre et les éléments du montant réclamé,
 - (ii) énonçant, au mieux de sa connaissance, l'endroit et les circonstances du sinistre, et, dans le cas d'un incendie ou d'une explosion, quelle en est la cause,
 - (iii) attestant que le sinistre n'a été causé par aucun fait intentionnel de l'assuré ni par sa négligence, à son

Obligations en cas de sinistre

Statutory Conditions (Northwest Territories)

- through any wilful act or neglect or the procurement, means or connivance of the insured,
- (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
- (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost and actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (c) and (d) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

- incitation, par son entremise ni avec sa complicité,
- (iv) énonçant toutes autres assurances concurrentes et les assureurs correspondants,
 - (v) énonçant l'intérêt de l'assuré et de toutes autres personnes dans les biens atteints et toutes les charges grevant ces derniers,
 - (vi) énonçant tout changement de titre, d'usage, d'occupation, de situation, de possession ou tout changement survenu dans la nature du risque depuis l'établissement du contrat,
 - (vii) indiquant l'emplacement des biens assurés au moment du sinistre;
- c) fournit, à la demande de l'assureur, l'inventaire complet des biens non atteints, en indiquant le nombre, le coût et la valeur au jour du sinistre;
 - d) fournit, à la demande de l'assureur et dans la mesure du possible, les livres de compte, récépissés d'entrepôt et listes d'inventaires, ainsi que les reçus et autres pièces justificatives appuyés d'une déclaration solennelle, de même qu'une copie de tout autre contrat.

(2) Les preuves fournies en conformité avec les alinéas (1)c) et d) ne constituent pas une preuve de sinistre au sens des conditions légales 12 et 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

7. Toute fraude ou fausse déclaration intentionnelle dans une déclaration solennelle relative à un détail mentionné ci-dessus entraîne la nullité de la réclamation de l'auteur de la déclaration.

Fraude

Who may give notice and proof

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

8. L'avis du sinistre peut être donné et la preuve de sinistre établie par le représentant de l'assuré nommé dans le contrat, s'il est démontré de façon satisfaisante que l'assuré est absent ou incapable de donner l'avis ou d'établir la preuve, ou, en pareil cas ou en cas de refus de sa part, par toute personne ayant droit à tout ou partie de l'indemnité.

Personnes autorisées à produire l'avis du sinistre et la preuve de sinistre

Salvage

9. (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereon.

9. (1) Il incombe à l'assuré à la suite d'un sinistre de prendre toutes les mesures raisonnables afin que les dommages causés aux biens assurés ne s'aggravent et que d'autres biens assurés par le contrat ne soient endommagés, y compris, si nécessaire, leur enlèvement des lieux.

Mesures conservatoires

Statutory Conditions (Northwest Territories)

	(2) The insurer shall contribute <i>pro rata</i> towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.	(2) L'assureur assume une part, proportionnelle aux intérêts respectifs des parties, des dépenses justifiées et raisonnables engagées lors des mesures prises par l'assuré et exigées en vertu du paragraphe (1).	
Entry, Control, Abandonment	10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.	10. En cas de sinistre, l'assureur et ses mandataires autorisés ont à tout moment le droit d'inspecter les biens assurés et d'estimer l'étendue des dommages; toutefois, l'assureur n'a pas le droit de prendre en charge ou en sa possession les biens assurés, et les biens assurés ne peuvent être délaissés à l'assureur sans son consentement.	Accès, prise en charge, délaissement
Appraisal	11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the <i>Insurance Act</i> before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.	11. En cas de désaccord sur la valeur des biens assurés, des biens non atteints ou du montant de la perte, une évaluation conforme aux dispositions de la <i>Loi sur les assurances</i> a lieu avant toute indemnisation au titre du contrat, que la validité du contrat soit ou non contestée et indépendamment de toute autre question. Le droit à l'évaluation n'existe que sur demande écrite expresse une fois présentée la preuve de sinistre.	Évaluation
When Loss Payable	12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.	12. L'indemnité est versée dans les 60 jours après que la preuve de sinistre a été complétée, à moins que le contrat ne prévoie un délai plus court.	Délai de règlement
Replacement	13. (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss. (2) In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.	13. (1) Au lieu de verser l'indemnité en espèces, l'assureur peut réparer, reconstruire ou remplacer les biens sinistrés, auquel cas il donne un avis écrit de son intention dans les 30 jours de la réception de la preuve de sinistre. (2) Dans ce cas, l'assureur entreprend la réparation, la reconstruction ou le remplacement des biens sinistrés dans les 45 jours de la réception de la preuve de sinistre, et par la suite fait preuve de toute la diligence voulue pour terminer les travaux.	Remplacement
Action	14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within two years next after the loss or damage occurs.	14. Les actions en recouvrement d'indemnité intentées contre l'assureur sous le régime du présent contrat se prescrivent par deux ans à compter de la survenance du sinistre.	Prescription
Notice	15. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Northwest Territories.	15. Les avis écrits destinés à l'assureur peuvent être remis ou postés, en recommandé, à l'agence principale ou au siège social de l'assureur dans les Territoires du	Avis

Statutory Conditions (Northwest Territories)

Written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada. S.N.W.T. 1995, c.11, s.25; S.N.W.T. 2011, c.16, s.12(2); S.N.W.T. 2017, c.20, s.2(2).

Nord-Ouest. Les avis écrits destinés à l'assuré peuvent lui être remis en main propre ou lui être postés, en recommandé, à la dernière adresse qu'il a donnée à l'assureur. Dans la présente condition légale, le terme «recommandé» signifie recommandé au Canada ou à l'étranger. L.T.N.-O. 1995, ch. 11, art. 25; L.T.N.-O. 2011, ch. 16, art. 12(2); L.T.N.-O. 2017, ch. 20, art. 2(2).

Limitation of liability clause

65. A contract containing

- (a) a deductible clause;
- (b) a co-insurance, average or similar clause; or
- (c) a clause limiting recovery by the insured to a specified percentage of the value of any property insured at the time of loss, whether or not that clause is conditional or unconditional,

shall have printed or stamped on its face in bold print not less than 12 points in size or red ink the words "This policy contains a clause that may limit the amount payable", failing which the clause is not binding on the insured. S.N.W.T. 1991-92, c.31, s.2.

65. Le contrat qui contient, selon le cas :

- a) une clause de franchise;
- b) une clause de participation de l'assuré à l'assurance, de règle proportionnelle ou une clause du même ordre;
- c) une clause limitant la somme recouvrée par l'assuré à un pourcentage fixe de la valeur de tous biens assurés au moment du sinistre, que cette clause soit conditionnelle ou non,

porte au recto, imprimée en caractères gras d'au moins 12 points ou à l'encre rouge, la phrase suivante : «La présente police contient une clause qui peut limiter le montant exigible»; à défaut de quoi la clause ne lie pas l'assuré. L.T.N.-O. 1991-1992, ch. 31, art. 2.

Clause limitative

Rateable contribution

66. (1) Where on the happening of any loss or damage to property insured there is in force more than one contract covering the same interest, each of the insurers under the respective contracts is liable to the insured for its rateable proportion of the loss, unless it is otherwise expressly agreed in writing between the insurers.

66. (1) Si, lorsque des biens assurés sont sinistrés, il existe plus d'un contrat en vigueur couvrant le même intérêt, les assureurs sont chacun tenus envers l'assuré, d'après leur contrat respectif, en proportion de leur garantie du sinistre, à moins que les assureurs n'en aient expressément convenu autrement par écrit.

Responsabilité proportionnelle

Postponement of effect of policy

(2) For the purpose of subsection (1), a contract shall be deemed to be in force notwithstanding any term of the contract that the policy will not cover, come into force, attach or become insurance with respect to the property until after full or partial payment of any loss under any other policy.

(2) Pour l'application du paragraphe (1), un contrat est réputé en vigueur même s'il comporte une clause portant que la police ne couvrira, n'entrera en vigueur, ne prendra effet ou ne constituera une assurance relativement aux biens qu'après que tout sinistre couvert par une autre police aura été réglé en tout ou en partie.

Interprétation

Certain restrictions valid

(3) Nothing in subsection (1) affects the validity of any divisions of the sum insured into separate items, or any limits of insurance on specified property, or any clause referred to in section 65 or any contract condition limiting or prohibiting the having or placing of other insurance.

(3) Le paragraphe (1) ne porte pas atteinte à la validité de toute division de la somme assurée en articles distincts, de toute limitation de l'assurance sur des biens particuliers, de toute clause visée à l'article 65 ou de toute condition contractuelle restreignant ou interdisant la possession ou la souscription d'autres assurances.

Validité de certaines restrictions

Ascertainment of *pro rata* proportions

(4) Nothing in subsection (1) affects the operation of any deductible clause and,

- (a) where one contract contains a deductible, the *pro rata* proportion of the insurer under that contract shall be first ascertained without regard to the clause

(4) Le paragraphe (1) ne touche pas l'application de toute clause de franchise et :

- a) lorsque l'un des contrats contient une franchise, la part proportionnelle de l'assureur prévue par son contrat est d'abord déterminée sans tenir compte de

Détermination de la part proportionnelle



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CL9300)

The following is added to **D. WHO IS AN INSURED**:

4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.
The insurance provided to such person or organization does not apply to any:
 - a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to own, maintain or use such premises;
 - b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or
 - c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.
5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.
The insurance provided to such person or organization does not apply to any:
 - a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to lease the equipment;
 - b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or
 - c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

All other terms and conditions of this policy shall remain unchanged.

AJG “SIGNATURE” PACKAGE

EQUIPMENT BREAKDOWN
(OPTION 3) SECTION

EQUIPMENT BREAKDOWN COVERAGE

INSURING AGREEMENT

1. In consideration of the premium, the Company agrees with the Insured that if there is a Breakdown or Electronic Circuitry Impairment, occurring during the Period of Coverage to the Insured Equipment as defined herein, while the Insured Equipment is at a location specified in the Declarations and subject to all the terms, provisions and conditions (including Statutory Conditions) of the policy, except as they may be varied herein, and to the Declarations, Exclusions and Conditions applicable to this Rider, as follows:
- (a) to pay for loss
 - (i) to the Insured Equipment; and
 - (ii) to other Insured Property,
directly damaged by the Breakdown or Electronic Circuitry Impairment;
 - (b) if Option 3 is indicated as covered in the Declarations, to pay for loss of perishable Insured Property that spoils solely as a result of the Breakdown or Electronic Circuitry Impairment; and
 - (c) if Business Interruption/Extra Expense is covered by the policy to which this Rider is attached, to pay for the Business Interruption/Extra Expense which results solely from the Breakdown or Electronic Circuitry Impairment.

EXCLUSIONS

2. This Rider does not apply:
- (a) to loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused;
 - (b) to loss caused by or resulting from:
 - (i) war, including undeclared or civil war;
 - (ii) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
 - (iii) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or
 - (iv) riot, civil commotion or sabotage;but unless associated with the foregoing, loss from a Breakdown or Electronic Circuitry impairment of Insured Equipment arising out of any strike, vandalism or malicious acts by others is covered;
 - (c) to loss caused by or resulting from pollution, contamination or damage by a Hazardous Substance, however caused, except as provided in Condition 7;
 - (d) to loss from a Breakdown or Electronic Circuitry Impairment caused by or resulting from:
 - (i) earth movement, including but not limited to earthquake, landslide, mud flow, subsidence, volcanic eruption, tidal wave or tsunami;
 - (ii) wind, including but not limited to cyclone, tornado or hurricane;
 - (iii) fire, smoke or combustion explosion; or
 - (iv) water or other means used to extinguish a fire;
 - (e) to loss caused by or resulting from:
 - (i) fire, smoke or combustion explosion that occurs at the same time as a Breakdown or Electronic Circuitry Impairment or that ensues from a Breakdown or Electronic Circuitry Impairment. However, with respect to any Insured Equipment which is an electrical or electronic machine or apparatus, fire damage within the said machine or apparatus which occurs at the same time as a Breakdown or Electronic Circuitry Impairment or that ensues from a Breakdown or Electronic Circuitry Impairment is covered;
 - (ii) flood, however, if a Breakdown or Electronic Circuitry Impairment of Insured Equipment results from a flood, damage or expense caused by the Breakdown or Electronic Circuitry Impairment is covered;
 - (iii) lightning, if coverage for that cause of loss is provided by any other insurance in effect at the time of the loss;
 - (iv) escape of water resulting from a Breakdown or Electronic Circuitry Impairment unless:
 - (a) coverage is not provided by any other insurance in effect at the time of the loss, and
 - (b) the water escapes from Insured Equipment that normally contains water or steam;
 - (v) damage to Data, except as provided in Condition 8;
 - (f) to loss from:
 - (i) delay or interruption of business except as may be provided in Insuring Agreement 1(c); or
 - (ii) any other indirect result of a Breakdown or Electronic Circuitry Impairment except as may be provided in Insuring Agreement 1(b) and 1(c);
 - (g) to loss caused by or resulting from:

the partial or total failure, malfunction or loss of use of any electronic equipment, computer system, information repository, microchip, integrated circuit or other similar device due to:

- (i) the erasure, destruction, corruption, misappropriation or misinterpretation of Data;
- (ii) any error in creating, amending, entering, deleting or using Data;
- (iii) the inability to receive, transmit or use Data; or
- (iv) the impact of any malware or the functioning or malfunctioning of the internet, intranet, local area networks, virtual private networks or similar facility, or of any internet address, website or similar facility;

however, the Company shall pay for loss that ensues solely from the Breakdown or Electronic Circuitry Impairment of any other Insured Equipment;

- (h) to loss caused directly or indirectly, 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. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

As used herein 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;

- (i) to loss covered under the property commercial building, equipment and stock form or under any extension endorsement attached thereto.

CONDITIONS

1. LIMIT OF LIABILITY

The Company's total liability from any One Breakdown under Insuring Agreements 1(a) and 1(b) shall not exceed the Limit of Liability as specified in the Declarations as applicable to this Rider.

2. BUSINESS INTERRUPTION/EXTRA EXPENSE

If the policy to which this Rider is attached insures against Business Interruption/Extra Expense, but not otherwise, this Rider also covers such Business Interruption/Extra Expense which results solely from a Breakdown or Electronic Circuitry Impairment of Insured Equipment subject to all the terms, provisions and conditions of the Business Interruption/Extra Expense coverages forming a part of this policy, and subject to the following additional provisions:

- (a) Notice of Breakdown or Electronic Circuitry Impairment and Commencement of Liability
The Insured shall immediately give notice of Breakdown or Electronic Circuitry Impairment to any office of the Company and that notice must be confirmed in writing. The commencement of the Company's liability under this coverage shall be (1) the time of the Breakdown or Electronic Circuitry Impairment or (2) twenty-four (24) hours before the notice of Breakdown or Electronic Circuitry Impairment is received, whichever is later.
- (b) Limit of Insurance
Under Insuring Agreement 1(c), the Company's liability for Business Interruption/Extra Expense shall be separate from and in addition to the Limit of Liability specified in the Declarations applicable to this Rider. This liability, however, is not to exceed the limit of Business Interruption/Extra Expense specified for this coverage in the policy.

3. EXPEDITING EXPENSES

If there is a Breakdown or Electronic Circuitry Impairment of Insured Equipment, the Company shall pay the reasonable extra cost to:

- (a) make temporary repairs;
- (b) expedite permanent repairs; or
- (c) expedite permanent replacement;

of the Insured Equipment or other Insured Property which is directly damaged by the Breakdown or Electronic Circuitry Impairment.

4. BY-LAWS

If prior to the time of a Breakdown or Electronic Circuitry Impairment of Insured Equipment there is in force a law, by-law, ordinance, regulation, rule or ruling regulating or restricting repair, alteration, use, operation, construction or installation of Insured Property, the Company shall be liable under this Rider for:

- (a) the increase in cost of repair or replacement of both damaged and undamaged property (including any demolition and site clearing costs) which is necessary to meet the minimum requirements of the law, by-law, ordinance, regulation, rule or ruling; and
- (b) if Business Interruption/Extra Expense is provided by this Rider, but not otherwise, the increase in Business Interruption/Extra Expense caused solely as a result of the law, by-law, ordinance, regulation, rule or ruling.

5. PROFESSIONAL FEES/AUDITORS FEES

If the policy to which this Rider is attached covers Professional Fees or Auditors Fees, but not otherwise, this Rider also covers such Professional or Auditors Fees subject to the limit specified for this coverage in the policy.

6. SERVICE INTERRUPTION

If there is a Breakdown, but not Electronic Circuitry Impairment, of equipment not owned or operated by the Insured, the Company shall be liable:

- (a) only if Option 3 is specified as covered in the Declarations for loss of perishable Insured Property which spoils; and
- (b) only if Business Interruption/Extra Expense insurance is provided by this Rider, for Business Interruption/Extra Expense;

but only if the equipment is:

- (i) of a type described in the applicable definition of Insured Equipment;
- (ii) located on or within one thousand (1000) meters of the Insured's premises;
- (iii) owned by the building owner at the premises of the Insured or by a public utility company; and
- (iv) used to supply steam, gas, air, water, refrigeration, electricity, air conditioning, heating or communication services to the Insured's premises.

SERVICE INTERRUPTION AND CLOUD COMPUTING

With respect to Coverage described under Insuring Agreement 1(c), the Company shall be liable for loss under said Coverage from a Breakdown, but not Electronic Circuitry Impairment, to equipment not owned or operated by the Insured, which is used to supply Cloud Computing Services to a Location specified in the Declarations provided that the equipment:

- (a) is of a type described in the definition of Insured Equipment; and
- (b) is located in Canada, the United States of America, Puerto Rico or within any other country in which a Location specified in the Declarations is located.

7. HAZARDOUS SUBSTANCES

If a Hazardous Substance is involved in or released by a Breakdown or Electronic Circuitry Impairment of Insured Equipment, the Company shall be liable to pay:

- (a) the increase in cost to repair, replace, clean up or dispose of affected Insured Property; and
- (b) if Business Interruption/Extra Expense coverage is provided by this Rider, the increase in Business Interruption/Extra Expense loss because of the presence of Hazardous Substances;

however, in no event shall the Company be liable for loss in excess of \$100,000.

As used in this coverage, increase in cost or in loss is that cost or loss beyond that for which the Company would have been liable had no Hazardous Substance been present.

8. DATA COVERAGE

The Company shall be liable for coverage described under Insuring Agreements 1(a) and 1(c) for the additional costs of repairing or replacing Data, including the cost of gathering or assembling information if such data is lost or damaged, as a result of the following:

- (a) a Breakdown or Electronic Circuitry Impairment to Insured Equipment; or
- (b) a Breakdown, but not Electronic Circuitry Impairment, to equipment not owned or operated by the Insured which is used to supply Cloud Computing Services to a location specified in the Declarations provided that the equipment is of a type described in the definition of Insured Equipment;

however, in no event shall the Company be liable for loss in excess of \$25,000.

The Company shall not be liable for Data which is lost or damaged as a result of programming errors of any kind including the inability of software to correctly read, recognize, save, process or interpret any date or time.

9. OFF PREMISES TRANSPORTABLE INSURED EQUIPMENT

The Company shall be liable for loss under Coverage described in Insuring Agreements 1(a) and 1(c) from a Breakdown or Electronic Circuitry Impairment to transportable Insured Equipment that at the time of the Breakdown or Electronic Circuitry Impairment are not at a Location specified in the Declarations, provided that the transportable Insured Equipment:

- (a) is of a type described in the definition of Insured Equipment; and
- (b) is at a location which is within Canada, the United States of America, Puerto Rico, or any other country in which a Location specified in the Declarations is located.

The Company's liability for loss to any transportable Insured Equipment that is three (3) years old or more from the date of purchase new, is its Actual Cash Value.

The Company shall not be liable under this Coverage for loss to transportable Insured Equipment:

- (i) which are manufactured or distributed by the Insured for sale; or
 - (ii) resulting from collision, upset or external impact;
- however, in no event shall the Company be liable for loss in excess of \$10,000.

10. PUBLIC RELATIONS

With respect to Business Interruption Coverage described under Insuring Agreement 1(c), the Company shall be liable for reasonable costs for professional public relations services to create and disseminate communications, when the need for such communications arises directly from interruption of the Insured's business. These communications must be directed to one or more of the following:

- (a) the media;
- (b) the public; or
- (c) the customers, clients or members of the Insured.

Such costs must be incurred during the period of time that begins at the time of the Breakdown or Electronic Circuitry Impairment and continues until:

- (i) thirty (30) consecutive calendar days after the date the Insured Property is repaired or replaced; or
 - (ii) the length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such Insured Property as has been destroyed or damaged by the Breakdown or Electronic Circuitry Impairment;
- however, in no event shall the Company be liable for loss in excess of \$5,000.

11. GREEN COVERAGE

With respect to Property Damage described under Insuring Agreement 1(a), if Insured Equipment requires repair or replacement due to a Breakdown or Electronic Circuitry Impairment, the Company will pay the additional cost:

- (a) to repair or replace damaged Insured Property, whichever is the lesser of the cost at the time of a Breakdown or Electronic Circuitry Impairment, using equipment, materials and service firms required or recommended by a Recognized Environmental Standards Program;
- (b) to dispose of damaged Insured Property or equipment, if practicable, through a recycling process; and
- (c) to flush out reconstructed space with up to one hundred (100) percent outside air using new filtration media.

With respect to any building that is Insured Property and was, at the time of the Breakdown or Electronic Circuitry Impairment, certified by a Recognized Environmental Standards Program, the Company will pay the additional costs:

- (i) to prevent lapse of such certification;
- (ii) to reinstate the certification or replace it with an equivalent certification;
- (iii) for an engineer authorized by a Recognized Environmental Standards Program to oversee the repair or replacement of the damaged Insured Property; and
- (iv) for a professional engineer to commission or recommission the Insured's damaged mechanical, electrical, or electronic building systems.

As used in this coverage, additional costs mean those beyond what would have been payable in the absence of this Green Coverage.

This coverage applies in addition to any coverage that may apply under the Environmental and Efficiency Improvements or any other applicable coverage and only to Insured Property that must be repaired or replaced as a direct result of a Breakdown or Electronic Circuitry Impairment.

This provision does not apply to any property valued or insured on an Actual Cash Value basis.

In no event shall the Company be liable for loss in excess of \$25,000.

12. BRANDS AND LABELS

If branded or labeled merchandise that is Insured Property is damaged as a direct result of a Breakdown or Electronic circuitry Impairment but retains a salvage value, the Insured may:

- (a) stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- (b) remove the brands or labels, if doing so will not physically damage the merchandise. The Insured must re-label the merchandise or its containers to comply with any applicable law.

The Company will pay for the reasonable and necessary expenses the Insured incurs to perform either of these two actions to the extent that they do not exceed the amount recoverable from salvage

The Company shall not be liable for loss under this Coverage if coverage is provided by any other policy of insurance in effect at the time of the loss whether collectable or not.

In no event shall the Company be liable for loss in excess of \$100,000.

13. BASIS OF SETTLEMENT

(a) PROPERTY DAMAGE

Under Insuring Agreement 1(a), the Company agrees to pay for Insured Property which is damaged, as follows:

- (i) on Media, the cost of blank material;
- (ii) on exposed film, records, manuscripts and drawings, the cost of blank material plus the cost of transcription;
- (iii) on any heat exchanger that forms part of forced air heating equipment that is five (5) years old or more from the date of purchase new, its Actual Cash Value;

- (iv) on all other Insured Property, the lesser of the cost at the time of the Breakdown or Electronic Circuitry Impairment
 - (a) to repair; or
 - (b) to replace with similar property of like kind, capacity, size, quality and function.

The Company shall not be liable:

- (i) for the cost of repairing or replacing any part or parts of a piece of equipment which is greater than the cost of repairing or replacing the entire piece of equipment;
- (ii) for more than the cost to replace the property with other property of like kind, capacity, size, quality and function except as described in the Environmental and Efficiency Improvements clause;
- (iii) for more than the cost to replace the property at the same or adjacent site; nor
- (iv) for loss or damage to property which is useless or obsolete to the Insured.

If the damaged property is not repaired or replaced within twelve (12) months after the date of the Breakdown or Electronic Circuitry Impairment, the Company's liability will only be for the Actual Cash Value of the damaged property. Actual Cash Value is the cost of replacing the damaged property with property of similar kind, capacity, size, quality and function less depreciation however caused. In determining depreciation consideration will be given to such items as the age, condition, and normal life expectancy of the property.

ENVIRONMENTAL AND EFFICIENCY IMPROVEMENTS

Under Insuring Agreement 1(a) if Insured Equipment requires replacement due to a Breakdown or Electronic Circuitry Impairment, the Company shall pay the additional cost to replace with equipment that is better for the environment, or more efficient than the equipment being replaced. However, the Company will not pay more than one hundred fifty (150) percent of what the cost would have been to replace with like kind, capacity, size, quality and function.

This provision does not apply to any property valued or insured on an Actual Cash Value basis.

(b) SPOILAGE

If Option 3 is specified in the Declarations of this Rider, the Company shall pay under Insuring Agreement 1(b) the amount that is spent to replace perishable Insured Property which spoils solely as a result of the Breakdown or Electronic Circuitry Impairment of Insured Equipment. If the Insured Property is not replaced, the Company shall only pay for the Actual Cash Value of the property.

14. DEDUCTIBLE

From the total amount of loss, damage and expense for which the Company is liable following any One Breakdown of Insured Equipment shall be subtracted the Deductible specified in the Declarations.

15. INSPECTION

The Company or its Reinsurer shall have the right to make inspections of Insured Equipment at any reasonable time. Neither this right to make inspections nor making them is an undertaking to the Insured or others that the Insured Equipment is safe and not hazardous or injurious to health.

16. SUSPENSION

Upon the discovery of Insured Equipment in or exposed to a dangerous condition, any representative of the Company or its Reinsurer may immediately suspend the Insurance against loss from the Breakdown or Electronic Circuitry Impairment of that equipment (which will include any insurance applying to the interest of any Mortgagee specified in the policy). Notice of suspension shall be given either at the Mailing Address specified in the Declarations, or at the location of the equipment. The Company or its Reinsurer agrees to furnish a copy of the Suspension Notice to the Mortgagee. Once coverage has been suspended, it can only be reinstated by an endorsement issued to form part of this policy. The Insured shall be allowed a pro-rata refund of premium for that equipment for the period that coverage is suspended.

DEFINITIONS

1. INSURED EQUIPMENT - OPTION 1

If Option 1 is specified as covered in the Declarations applicable to this Rider, Insured Equipment shall mean any equipment owned, leased, operated or controlled by the Insured as described below:

- (a) any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any piping and its accessory equipment, any heat exchanger that forms part of forced air heating equipment, but not including:
 - (i) any vessel or piping forming a part of a refrigerating or air conditioning system;
 - (ii) any boiler setting, any refractory or insulating material;
 - (iii) any part of a boiler or fired pressure vessel that does not contain steam or water; nor
 - (iv) any buried piping, any drainage piping, any sprinkler piping and its accessory equipment;

- (b) any mechanical or electrical equipment used for the generation, transmission or utilization of mechanical or electrical power, but not including:
 - (i) any machinery or apparatus used for refrigeration or air conditioning;
 - (ii) any vehicle or self-propelled mobile equipment;
 - (iii) any lifting or safety cables, anchorages, car buffers or counterweight buffers forming part of an elevator system; nor
 - (iv) any electronic equipment, device, instrument or fibre optic cable used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning.

2. INSURED EQUIPMENT - OPTION 2

If Option 2 is specified as covered in the Declarations applicable to this Rider, Insured Equipment shall mean any equipment owned, leased, operated or controlled by the Insured as described below:

- (a) any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any refrigerating or air conditioning vessels and piping or any other piping and its accessory equipment or any heat exchanger that forms part of forced air heating equipment, but not including:
 - (i) any boiler setting, any refractory or insulating material;
 - (ii) any part of a boiler or fired pressure vessel that does not contain steam or water; nor
 - (iii) any buried piping, any drainage piping, any sprinkler piping and its accessory equipment;
- (b) any mechanical or electrical equipment used for the generation, transmission or utilization of mechanical or electrical power, but not including:
 - (i) any vehicle or self-propelled mobile equipment;
 - (ii) any lifting or safety cables, anchorages, car buffers or counterweight buffers forming part of an elevator system; nor
 - (iii) any electronic equipment, device, instrument or fibre optic cable used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning.

3. INSURED EQUIPMENT - OPTION 3

If Option 3 is specified as covered in the Declarations applicable to this Rider, Insured Equipment shall mean any equipment owned, leased, operated or controlled by the Insured as described below:

- (a) any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any refrigerating or air conditioning vessels and piping or any other piping and its accessory equipment, any heat exchanger that forms part of forced air heating equipment, but not including:
 - (i) any boiler setting, any refractory or insulating material;
 - (ii) any part of a boiler or fired pressure vessel that does not contain steam or water; nor
 - (iii) any buried piping, any drainage piping, any sprinkler piping and its accessory equipment;
- (b) any mechanical or electrical equipment used for the generation, transmission or utilization of mechanical or electrical power, but not including:
 - (i) any vehicle or self-propelled mobile equipment; nor
 - (ii) any lifting or safety cables, anchorages, car buffers or counterweight buffers forming part of an elevator system;
- (c) any electronic equipment, device, instrument or fibre optic cable used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning.

4. INSURED PROPERTY

Insured Property is:

- (a) property of the Insured; or
- (b) property of others in the Insured's care, custody or control and for which the Insured is legally liable.

5. BREAKDOWN

Breakdown means a sudden and accidental failure of equipment resulting in physical damage which requires the repair or replacement of the equipment or a part of the equipment

Breakdown does not mean:

- (a) depletion, deterioration, corrosion or erosion of material;
- (b) wear and tear;
- (c) the functioning of any safety device or protective device; nor
- (d) the failure of a structure or foundation supporting the equipment or a part of the equipment.

6. ONE BREAKDOWN

If either the Breakdown or Electronic Circuitry Impairment of the Insured Equipment causes the Breakdown or Electronic Circuitry Impairment of the other Insured Equipment or a series of Breakdowns or Electronic Circuitry Impairments occur at the same time as a result of the same cause, they will all be considered as One Breakdown.

7. HAZARDOUS SUBSTANCE

A Hazardous Substance is (a) any pollutant, contaminant or other substance declared by a government authority to be hazardous to health or the environment, or (b) any mould, yeast, fungus or mildew including any spores or toxins created or produced by or emanating from such mould, yeast, fungus or mildew, whether or not allergenic, pathogenic or toxigenic.

8. DATA

Data means facts, concepts, information or software in a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment.

9. MEDIA

Media means material on which data is recorded, such as magnetic tapes, hard disks or floppy disks.

10. ELECTRONIC CIRCUITRY IMPAIRMENT

Electronic Circuitry Impairment shall mean a sudden and accidental failure of the Electronic Circuitry of Insured Equipment, in the Insured's care, custody or control, that causes the Insured Equipment to suddenly lose its ability to function as it had been functioning immediately before the failure. Electronic Circuitry Impairment shall not mean:

- (a) any condition that can be remedied by:
 - (i) normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - (ii) rebooting, reloading or updating software or firmware; or
 - (iii) providing necessary power or supply.
- (b) any condition caused by or related to:
 - (i) incompatibility of the Insured Equipment with any software or equipment installed, introduced or networked within the prior thirty (30) days; or
 - (ii) insufficient size, capability or capacity of the Insured Equipment.
- (c) exposure to adverse environmental conditions including, but not limited to, change in temperature or humidity, unless such condition results in a loss of functionality. Loss of warranty shall not be considered a loss of functionality.

11. ELECTRONIC CIRCUITRY

Electronic Circuitry means microelectronic components, including, but not limited to, circuit boards, integrated circuits, computer chips and disk drives.

12. CLOUD COMPUTING SERVICES

Cloud Computing Services means professional, on-demand, self-service data storage or data processing services provided through the Internet or over telecommunications lines. This includes services known as IaaS (Infrastructure as a Service), PaaS (Platform as a Service), SaaS (Software as a Service) and NaaS (Network as a Service). This includes business models known as public clouds, community clouds and hybrid clouds. Cloud Computing Services include private clouds if such services are owned and operated by a third party.

13. RECOGNIZED ENVIRONMENTAL STANDARDS PROGRAM

- (a) the ENERGY STAR® program;
- (b) the Canadian Green Building Council LEED® program; or
- (c) any nationally or internationally recognized environmental standards program designed to achieve energy savings and related objectives of the type included in the programs listed above.

AJG “SIGNATURE” PACKAGE

DIRECTORS’ & OFFICERS’ LIABILITY SECTION



(Insurer)
Berkley Insurance Company
145 King Street West
Suite 1000
Toronto, ON M5H 1J8

DECLARATIONS PAGE

BERKLEY DIRECTORS' AND OFFICERS' AND EMPLOYMENT PRACTICES LIABILITY POLICY NOT-FOR-PROFIT ORGANIZATIONS

Policy Number: As per AJG "Signature" Certificate

NOTICE: THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD (IF APPLICABLE) AND REPORTED PURSUANT TO THE CONDITIONS OF THE POLICY.

Item 1. NAME AND ADDRESS OF INSURED:

AJG Signature Condominium D&O Program (Individual Insured as per issued AJG "Signature" Certificate)

Item 2. Policy Period:

From 12:01 AM as per issued AJG "Signature" Certificate

To 12:01 AM as per issued AJG "Signature" Certificate

Local time at the address shown in Item 1

Item 3. Limit of Liability:

Per Claim Limit of Liability for the Policy Period as per issued AJG "Signature" Certificate

Aggregate Limit of Liability for the Policy Period as per issued AJG "Signature" Certificate

Item 4. Retention Amount:

Nil

Item 5. Annual Premium:

As per issued AJG "Signature" Certificate

Item 6. Prior and Pending Litigation Date:

As per issued AJG "Signature" Certificate

Item 7. This Policy is subject to the following Endorsements effective at inception:

Berkley Insurance D&O (Not For Profit) Policy Wording – Form: BC DO 2000-5;
\$1,000,000 Side A Excess Limit – Non –Profit – Form: BC DO 2220-1;
Amended Contract Exclusion – Form: BC DO 2126-1;
Amended Definition of Loss;
Amended Conduct Exclusion – Final, Non-Appealable Adjudication – Form: BC DO 2219-1;
Confidentiality Breach Event – Sub Limit: \$50,000;
Defence Costs Carve-out for BI/PD Exclusion – Form: BC DO 2126-1;
Defence Costs Outside of the Limit; Extended Reporting Period Amended;
Pollution Exclusion Amended; Pre-Determined Allocation Endorsement – 80%;
Amended Professional Liability Exclusion – Form: BC DO 2123-1;
Property Managers Endorsement; Third Party Employment Practices Wrongful Act

These Declarations, the completed and signed application and this Policy with Endorsements shall constitute the contract between the INSURED and the Insurer.

In witness whereof, the Insurer has caused this Policy to be signed by its authorized signing officer,



Chief Agent

As per issued AJG "Signature" Certificate

Date Issued

This Policy and the Declarations Page contains clauses which may limit the amount payable.

NOT-FOR-PROFIT ORGANIZATION DIRECTORS' & OFFICERS' AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

This is a claims made Policy. Please read the entire Policy carefully.

In consideration of the payment of the premium and in reliance on all statements made and information furnished to Berkley Insurance Company (herein, the "Insurer") in the Application Form, which forms part of this **Policy**, and subject to the Declarations and to all other terms of this **Policy**, the Insurer, the **Organization** and the **Insured Persons** agree as follows:

Section I. Insuring Clause

The Insurer shall pay on behalf of the **Insured** all **Loss** for which the **Insured** becomes legally obligated to pay by reason of any **Claim** first made against the **Insured** and reported to the Insurer during the **Policy Period** or any applicable **Extended Reporting Period** for any **Wrongful Acts**, including an **Employment Practices Wrongful Act**.

Section II. Extended Reporting Period

If this **Policy** is cancelled or not renewed by either the **Organization** or the Insurer, for reasons other than non-payment of premium, then the **Organization** shall be entitled to an **Extended Reporting Period** as described below for **Claims** first made against an **Insured** but only with respect to **Wrongful Acts** taking place prior to the effective date of such nonrenewal or termination.

If the **Organization** cancels or chooses not to renew this **Policy** then the **Organization** shall have the right, upon payment of fifty percent (50%) of the annual premium or fifty percent (50%) of the annualized premium if the **Policy Period** is not annual, to an extension of the coverage granted by this **Policy** for a period of twelve (12) months immediately following the effective date of such nonrenewal or termination.

If the Insurer chooses not to renew this **Policy** then the **Organization** shall have the right to an Automatic Extended Reporting Period of ninety (90) days immediately following the effective date of such nonrenewal or termination at no additional charge. Prior to the end of the Automatic Extended Reporting Period, the **Organization** shall have the right, upon payment of fifty percent (50%) of the annual premium or fifty percent (50%) of the annualized premium if the **Policy Period** is not annual, to an extension of the coverage granted by this **Policy** for a period of twelve months immediately following the Automatic Extended Reporting Period. This right of extension shall lapse at the end of the Automatic Extended Reporting Period and the **Insured** will not have the right to purchase the **Extended Reporting Period** at any later date.

The fact that this **Policy** may be extended by the **Extended Reporting Period** or by virtue of the Automatic Extended Reporting Period does not in any way increase the Limit of Liability stated in Item 3 of the Declarations.

Section III. Definitions

When used in this **Policy** either in the singular or the plural:

A. **Claim** means:

1. a written demand for monetary damages or non-monetary or injunctive relief,
2. a civil proceeding commenced by the service of a notice of action, statement of claim, writ of summons, complaint or similar proceeding,
3. an arbitration proceeding commenced by a Notice of Request to Arbitrate or similar document,
4. an administrative or regulatory proceeding against an **Insured Person** commenced by the filing of a notice of charges or similar document,
5. a criminal proceeding commenced by the laying of an information, return of an indictment, or similar document,
6. any written notice requiring the attendance of an **Insured Person** at any official investigation, examination, inquiry or disciplinary proceeding ordered or commissioned by any official body, provided that the term **Claim** shall not include any labour or grievance arbitration or other proceeding pursuant to a collective bargaining agreement, including any appeal therefrom.

- B. **Defence Costs** means reasonable and necessary fees (including but not limited to lawyers' fees and experts' fees), costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond), incurred by the Insurer or by the **Insureds** with the Insurer's consent, resulting solely from the investigation, adjustment, defence and appeal of a **Claim**, excluding regular or overtime wages, salaries or fees of the directors, officers or employees of the **Organization**.
- C. **Employment Practices Wrongful Act** means a **Wrongful Act** related to an actual or potential employment relationship with the claimant for:
1. wrongful dismissal, discharge or termination of employment whether actual or constructive;
 2. employment discrimination of any kind including violation of any federal, provincial, territorial, state or local law involving employment which would deprive or potentially deprive any person of employment opportunities or otherwise adversely affect his or her status as an employee, because of such person's race, colour, religion, age, sex, national origin, disability, pregnancy, or other protected status;
 3. sexual harassment in the workplace; or
 4. wrongful deprivation of career opportunity, employment related misrepresentation, retaliatory treatment against an employee of the **Organization**, failure to promote, demotion, wrongful discipline or evaluation, or refusal to hire.
- D. **Extended Reporting Period** means the period for the extension of coverage, if exercised, described in Section II.
- E. **Financial Impairment** means the appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Organization**.
- F. **Insured** means (1) the **Organization**, (2) any **Subsidiary**, and (3) any **Insured Persons**.
- G. **Insured Person** means:
1. any past, present or future directors, officers, trustees, employees, volunteers, or staff members of the **Organization** or its **Subsidiaries**, including any executive board members and committee members, whether salaried or not,
 2. in the event the **Organization** operates outside of Canada, those functionally equivalent titles, positions or capacities to those described in 1. above in such foreign jurisdiction, and
 3. the estate, heirs, lawful spouse, domestic partner or legal representatives or assigns of a deceased, incompetent, insolvent or bankrupt director or officer of the **Organization**, solely in their capacity as such and not for their own actual or alleged **Wrongful Act**.
- H. **Interrelated Wrongful Acts** means all **Wrongful Acts** based upon, arising out of, or attributable to the same or related facts, circumstances, situations, events, transactions or causes.
- I. **Loss** means damages, judgments, settlements and **Defence Costs** (subject to Section V. A.) which an **Insured** is legally obligated to pay as a result of a **Claim**, including punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favourable to the insurability of such punitive, exemplary, or multiplied damages; pre-judgment and post-judgment interest; and legal fees, expenses and costs awarded pursuant to a court order or judgment.
- Loss** (other than **Defence Costs**) does not include:
1. civil or criminal fines or penalties imposed by law;
 2. matters deemed uninsurable under the law pursuant to which this **Policy** shall be construed;
 3. any amount not indemnified by the **Organization** for which the **Insured Person** is absolved from payment by reason of any covenant, agreement or court order; or
 4. any amount incurred by the **Organization** (including its board of directors or any committee of the board of directors) in connection with the investigation or evaluation of any **Claim** or potential **Claim** by or on behalf of the **Organization**.
- J. **Non-Profit Entity** means any non-profit entity incorporated under part II of the Canada Corporations Act, R.S.C., 1970, c. C-32, or under any similar provisions of any provincial or territorial act or any foreign equivalent.
- K. **Organization** means the entity designated in Item 1. of the Declarations.
- L. **Outside Entity** means (1) any **Non-Profit Entity** other than the **Organization** or (2) any other entity specifically included as an **Outside Entity** by endorsement to this **Policy**.

- M. **Outside Position** means the position of director, officer, manager, trustee or other equivalent executive position held by any duly elected or appointed director, officer or trustee of the **Organization** in an **Outside Entity** if service in such position is with the knowledge and consent of, at the direction or request of, or part of the duties regularly assigned to the **Insured Person** by, the **Organization**.
- N. **Policy** means, collectively, the Declarations, the Application, this policy form and any endorsements attached hereto.
- O. **Policy Period** means the period of time specified in Item 2. of the Declarations, subject to prior termination in accordance with Section V. D. of this **Policy**.
- P. **Subsidiary** means any **Non-Profit Entity** in which the **Organization** owns, directly or through one or more **Subsidiaries**, more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint such entity's board of directors, board of trustees or any foreign equivalent, or in the event securities are not issued, the ability to control or direct such entity's managerial decisions:
1. on or before the inception of the **Policy**;
 2. by reason of being created by the **Organization** during the **Policy Period**;
 3. by reason of being acquired by the **Organization** during the **Policy Period** (other than as described in subparagraph P. 2. above), if the **Organization**, within 90 days of such acquisition, provides the Insurer with written notice thereof and agrees to any additional premium and/or agrees to any amendment of the provisions of this **Policy** required by the Insurer.

In all events, coverage as is afforded with respect to a **Claim** made against a **Subsidiary** or any **Insured Person** thereof shall only apply for **Wrongful Acts** committed or allegedly committed after the effective date that such **Subsidiary** became a **Subsidiary** and prior to the date that such **Subsidiary** ceased to be a **Subsidiary**.

Q. **Wrongful Act** means:

1. any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty or **Employment Practices Wrongful Act** committed by any **Insured Persons** in their capacity with the **Organization**, or
2. any matter claimed against any **Insured Person** solely by reason of their serving in such capacity with the **Organization** or in an **Outside Position**, or
3. any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty by the **Organization**.

Section IV. Exclusions

The Insurer shall not be liable for **Loss** on account of any **Claim** made against any **Insured**:

1. Prior and Pending Litigation or Other Insurance:
 - a. based upon, arising out of, or attributable to any litigation or proceeding, including but not limited to civil, administrative, regulatory, criminal, or disciplinary proceedings or any investigation, examination, or inquiry, commenced prior to, or which was pending as of, the Prior or Pending Litigation Date as stated in Item 6 of the Declarations;
 - b. based upon, arising out of, or attributable to any fact, circumstance or situation which has been the subject of notice given under any Policy of which this **Policy** is a direct or indirect renewal or replacement;
 - c. which is insured in whole or in part by another valid Policy, except with respect to any excess beyond the amount or amounts of coverage under such other Policy, whether such other Policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other Policy is written only as specific excess insurance over the Limit of Liability provided by this **Policy**;
2. Bodily Injury or Property Damage, Pollution:
 - a. for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof; however, this exclusion shall not apply with respect to any actual or alleged mental anguish or emotional distress in any **Claim** for a **Employment Practices Wrongful Act**;
 - b. where all or any part of such **Claim** is based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of or in any way involving actual or alleged seepage, pollution, radiation, emission or contamination of any kind; but this exclusion shall not apply to **Insured Persons**.

3. Conduct:

based upon, arising out of, or attributable to:

- a. the gaining by an **Insured Person** of any profit, remuneration or advantage to which a judgment or other final adjudication in such **Claim** establishes such **Insured Person** was not legally entitled;
- b. the **Insured Person** committing any deliberate criminal or deliberate fraudulent or dishonest act, if a judgment or other final adjudication in such **Claim** adverse to the **Insured Person** establishes that such deliberate criminal or deliberate fraudulent or dishonest act was committed.

4. Claims by the **Organization** or an **Insured Person**:

brought or maintained by or on behalf of the **Organization** or any **Insured Person** in any capacity, provided that this Exclusion shall not apply to any **Claim**:

- a. that is a derivative action brought or maintained on behalf of the **Organization** by one or more persons who are not **Insured Persons** and who bring and maintain the **Claim** without the active assistance or participation of, or solicitation by, the **Organization** or any **Insured Person**, other than assistance or participation by **Insureds** that is protected pursuant to any federal, provincial, territorial, or state whistleblower statute;
- b. for any **Employment Practices Wrongful Act**;
- c. brought or maintained by any **Insured Person** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this **Policy**;
- d. brought by an **Insured Person** who has not served as an **Insured Person** for at least three (3) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without the active assistance or participation of, or solicitation by, the **Organization** or any other **Insured Person** who is serving or has served as an **Insured Person** within such three (3) year period;
- e. in the event of **Financial Impairment**, brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, receiver or creditors' committee for the **Organization** or any assignee of such trustee, examiner, receiver or creditors' committee; or
- f. with respect to **Defence Costs** for any such **Claim**;

5. **Outside Entity** or Other Entity

- a. based upon, arising out of, or attributable to any act or omission of the **Insured Person** serving in the capacity as a director, officer, governor, advisory board member, committee member, general partner, partnership manager or trustee of any entity other than the **Organization** or an **Outside Entity**, or by reason of their status as director, officer, governor, advisory board member, committee member, general partner, partnership manager or trustee of such other entity.
- b. for any **Wrongful Act** arising out of the **Insured Person's** serving as a director, officer, governor, advisory board member, committee member, general partner, partnership manager or trustee of an **Outside Entity**, 1) if such **Claim** is brought by the **Outside Entity** or any of its directors or officers (except where local securities law affords 'whistleblower' protection to such **Insured Person**), or by any security holder or shareholder of the **Outside Entity**, whether directly or derivatively, unless such security holder's or shareholder's **Claim** is instigated and continued totally independent of the **Outside Entity**, any of its directors or officers, or any **Insured**, or 2) to the extent such **Insured Person** is indemnified for such **Loss** by such **Outside Entity**.

6. Pension, Employee Benefit, or Welfare Plans

for an actual or alleged violation of the responsibilities, obligations or duties of any **Insureds** in connection with any pension, employee benefit, or welfare plans of the **Organization**.

7. Reasonable Notice

for an **Employment Practices Wrongful Act** based upon failure to afford an employee with reasonable notice of termination, except for that portion of **Loss** which constitutes **Defence Costs**.

8. Contract

for any actual or alleged liability of any **Insured** under any contract or agreement, express or implied, written or oral, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;

Severability of Exclusions:

For the purpose of determining the applicability of any Exclusion set forth in this **Policy** the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**.

Section V. General Terms and Conditions

A. Limit of Liability and Retention

The Limit of Liability set forth in Item 3. of the Declarations shall be the maximum aggregate liability of the **Insurer** under this **Policy** for all covered **Loss** resulting from all covered **Claims**, regardless of the number of **Claims** or the time of payment by the **Insurer**.

If the **Insurer** selects and retains counsel to defend a **Claim**, the **Defence Costs** incurred shall be in addition to the Limit of Liability set forth in Item 3. of the Declarations and shall not be considered **Loss**. In this case, **Defence Costs** shall not be subject to a Retention amount.

If, with the consent of the **Insurer**, the **Insured** selects and retains counsel to defend a **Claim**, the **Defence Costs** incurred shall be included within the Limit of Liability and shall be considered **Loss**. In this case, **Defence Costs** shall be subject to a Retention amount.

If the Limit of Liability is exhausted by payment of **Loss**, the Insurer's duty to defend shall cease and the Insurer's obligations under this **Policy** shall be completely fulfilled and extinguished.

For the purposes of this **Policy**, all **Claims** which in whole or in part arise out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Loss** resulting from a single **Claim** shall be deemed a single **Loss**.

The Limit of Liability for the **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the aggregate Limit of Liability, which shall be the maximum liability of the Insurer for the **Policy Period** and **Extended Reporting Period** combined.

B. Defence and Settlement

The Insurer has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent. The **Insureds** agree not to settle or offer to settle any **Claim**, select defence counsel, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Insurer's prior written consent. Such consent shall not be unreasonably withheld. The **Insured** shall provide the Insurer with full cooperation and all information which would reasonably be required in order to allow the Insurer to reach a decision as to such consent. Any **Defence Costs** incurred and/or settlements agreed to prior to the Insurer's consent shall not be covered under this **Policy**.

The Insurer has the right to investigate and settle any **Claim** as it deems expedient. In the event the Insurer recommends a settlement and the **Insured** refuses to consent, the Insurer's liability for such a **Claim** is limited to the amount in excess of the Retention which the Insurer would have contributed to the settlement had the **Insured** consented to settlement, **Defence Costs** covered under this **Policy** and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered **Loss**, including **Defence Costs**, incurred subsequent to such refusal and subject to the Limit of Liability.

However, in the event the **Insured** refuses to consent to a settlement as contemplated above, then **Defence Costs** incurred by the **Insured** with the Insurer's consent, shall be considered **Loss** and thus subject to the Limit of Liability and retention amount.

The **Insured** shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements, in the defence of **Claims**, in enforcing rights of contribution and indemnity against any person or entity which may be liable to the **Insured**, in attending hearings and trials, and in securing and giving evidence and obtaining the attendance of witnesses

C. Notice

The **Insureds** shall, as a condition precedent to their rights under this **Policy**, give to the Insurer written notice of any **Claim** made against the **Insureds** as soon as practicable after any **Executive Officer** or the **Organization's** risk manager first learns of such **Claim**, but in no event later than (1) ninety (90) days after expiration of the **Policy Period**, if the **Extended Reporting Period** is not exercised, or (2) expiration of the **Extended Reporting Period**, if exercised.

If during the **Policy Period** or the **Extended Reporting Period**, if exercised, the **Insureds** first become aware of any circumstances which may reasonably give rise to a future **Claim** under this **Policy**, and during such **Policy Period** give written notice to the Insurer of the circumstances, the anticipated **Wrongful Act** allegations, the reasons for anticipating such **Claim**, and full particulars as to dates, persons and entities involved, then any **Claim** which arises out of such circumstances shall be deemed to have been first made during the **Policy Period** in which such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such **Claim** is made.

All notices under this provision of this **Policy** shall be in writing and given to:

Claims Department
Berkley Canada
145 King Street West
Suite 1000
Toronto, Ontario M5H 1J8
Fax: (416) 304-4108
Email: claims@berkleycanada.com

All other notices to the Insurer shall be given to:

Executive Liability Department
Berkley Canada
145 King Street West
Suite 1000
Toronto, Ontario M5H 1J8
Fax: (416) 304-4108

D. Termination of Policy

This **Policy** shall terminate at the earliest of the following times:

1. the effective date of termination specified in a prior written notice by the **Organization** to the Insurer, provided that this **Policy** may not be terminated by the **Organization** after the effective date of a Change in Control of the **Organization** in accordance with Policy Subsection V. (G);
2. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations;
3. twenty (20) days after receipt by the **Organization** of a written notice of termination from the Insurer for failure to pay a premium when due, unless the premium is paid within such twenty (20) days; or
4. at such other time as may be agreed upon by the Insurer and the **Organization**.

The Insurer may only terminate this **Policy** for non-payment of premium as set forth in subparagraph 3. above and may not terminate it for any other reason.

The Insurer shall refund the unearned premium computed at customary short rates if this **Policy** is terminated by the **Organization**. Under any other circumstances the refund shall be computed *pro rata*. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

If the Insurer decides to nonrenew this **Policy**, the Insurer will mail to the **Organization** written notice stating such intent at least sixty (60) days before the expiration date set forth in Item 2. of the Declarations.

E. Representations and Reliance

The **Insureds** acknowledge and agree that the statements, representations and information contained in the **Application** are true and are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**. This **Policy** is issued in reliance upon the truth of such statements, representations and information.

F. Severability of Application

In the event any of the statements, representations or information contained in the **Application** are not true and accurate, then there shall be no coverage under this **Policy** for any **Claims** made:

1. for **Loss** incurred by an **Insured Person** who had knowledge of the facts that were either omitted from or misrepresented in the **Application**, whether or not the **Insured Person** knew the **Application** contained such misrepresentation or omission; and
2. for **Loss** incurred by the **Organization** if any **Insured Person** of the **Organization** had knowledge of the facts that were either omitted from or misrepresented in the **Application**, whether or not such **Insured Person** knew the **Application** contained such misrepresentation or omission.

this **Policy** shall not be rescinded by the Insurer in whole or in part for any reason except for non-payment of premiums.

For purposes of this Section, knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**, and only knowledge possessed by an **Insured Person** shall be imputed to the **Organization**.

G. Change in Control

If, during the **Policy Period**, a transaction occurs whereby another entity gains control of the **Organization** through the ownership of more than fifty percent (50%) of the voting securities of the **Organization**; or the **Organization** merges or amalgamates into another entity such that the **Organization** is not the surviving entity, then coverage under this **Policy** will continue until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** taking place prior to such transaction.

The **Organization** must give written notice of such transaction to the Insurer as soon as practicable, but in no event later than ninety (90) days after the effective date of such transaction. The entire premium for this **Policy** shall be deemed earned as of the date of such transaction.

If such a transaction occurs, the **Organization** shall have the right, upon payment of the additional premium described below, to an extension of the coverage provided by this **Policy** for either a 1 year, 3 year, or 6 year Run-Off Period following the termination of the **Policy Period**; but the Insurer may, in its sole discretion and subject to any additional terms, conditions and premiums required by the Insurer, agree by written endorsement to this **Policy** to any other Run-Off Period requested by the **Insureds**. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is given by the **Insureds** to the Insurer within thirty (30) days following the effective date of such transaction. Upon request from any **Insured** following notice to the Insurer of such transaction, the Insurer shall notify such **Insured** of the additional premium amount for this extension of coverage. The **Insureds** shall not be entitled to elect this extension of coverage if an **Extended Reporting Period** is elected pursuant to Section II. of this **Policy**.

H. Territory and Valuation

Coverage provided under this **Policy** shall apply to **Wrongful Acts** taking place or **Claims** made anywhere in the world.

All premiums, limits, Retentions, **Loss** and other amounts under this **Policy** are expressed and payable in the currency of Canada. If any element of **Loss** under this **Policy** is stated in a currency other than Canadian dollars, payment under this **Policy** shall be made in Canadian dollars at the Bank of Canada's rate of exchange on the date the element of **Loss** is due and payable.

I. Subrogation

In the event of any payment under this **Policy**, the Insurer shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery, including without limitation the **Insured Persons'** rights to indemnification or advancement from the **Organization**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**. In no event shall the Insurer subrogate against an **Insured Person** unless and to the extent Exclusion 3 a. and/or 3 b. in Section IV. of this **Policy** applies to such **Insured Person**.

J. Action Against the Insurer

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this **Policy**. No person or organization shall have any right under this **Policy** to join the Insurer as a party to any action against **Insureds** to determine the **Insured's** liability nor shall the Insurer be impleaded by the **Insureds** or their legal representatives.

No suit or action by the **Insured**, or by any person claiming through or on behalf of the **Insured**, shall lie against the **Insurer**, unless such suit or action is brought in a court of competent jurisdiction within Canada.

K. Authorization Clause

By acceptance of this **Policy**, the **Organization** agrees to act on behalf of the **Insureds** with respect to the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this **Policy** (other than notice of the exercise of the **Extended Reporting Period** provided for in Section II of the **Policy**), and the **Insureds** agree that the **Organization** shall so act on their behalf.

L. Non-Assignment Clause

This **Policy** shall not be assigned or transferred, and any attempted assignment or transfer shall be void and without effect unless the **Insurer** has provided its prior written consent to such assignment or transfer.

M. Entire Assignment Clause

The Declarations, the Application and any materials submitted therewith, the **Policy** and any Endorsements attached thereto, constitute the entire agreement between the Insurer and the Insured.

In witness whereof, the Insurer has caused this **Policy** to be executed on the Declarations page.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Berkley Insurance Company's insurance business in Canada.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 1

\$1,000,000 Side A Excess Limit- Non-Profit

It is understood and agreed that Section V. of the **Policy** is hereby amended by the addition of the following Section:

Section V. N. Additional Limit of Liability Dedicated for Directors and Officers

Notwithstanding anything in this **Policy** to the contrary, the Additional Limit of Liability Dedicated for Directors and Officers will be an additional Limit of Liability in an amount not to exceed \$1,000,000, which amount is in addition to and not part of the Limit of Liability set forth in Item 3 of the Declarations.

This Additional Limit of Liability Dedicated for Directors and Officers is available solely for **Loss** resulting from any **Claim** against any Director and/or Officer which is a **Non-Indemnified Loss**, and:

1. Any **Loss** resulting from any **Claim** against any Director and/or Officer which is a **Non-Indemnified Loss** shall first be paid under the Limit of Liability as set forth in Item 3 of the Declarations, and such Limit of Liability must be completely exhausted by payment of **Loss** under Section I. Insuring Clause of this **Policy** before **Loss** shall be paid under the Additional Limit of Liability Dedicated for Directors and Officers, and
2. The Additional Limit of Liability Dedicated for Directors and Officers shall be excess of any insurance available that is specifically excess of this **Policy** and such excess insurance must be completely exhausted by payment of **Loss** there under before the Insurer shall have any obligation to make any payment on account of the Additional Limit of Liability Dedicated for Directors and Officers.

For the purposes of this endorsement:

Non-Indemnified Loss shall mean Loss for which the Organization fails or refuses to indemnify an Insured:

- (I) because of **Financial Impairment**; or
- (II) because it is not permitted to indemnify pursuant to law or contract or the by-laws, charter, operating agreement or similar documents of the **Organization**.

All other terms and conditions of the Policy remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 2

Amended Contract Exclusion

It is understood and agreed that Section IV. Exclusions 8. of the **Policy** is hereby deleted and replaced with the following:

8. Contract

for any actual or alleged liability of any **Insured** under any contract or agreement, express or implied, written or oral, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement; however this exclusion shall not apply to **Defence Costs**.

All other terms and conditions of the Policy remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 3

Amended Definition Of Loss

It is hereby understood and agreed that Section III. Definitions. C. **Loss** is deleted and replaced with the following;

- I. **Loss** means damages, judgments, settlements and **Defence Costs** (subject to Section V. A.) which an **Insured** is legally obligated to pay as a result of a **Claim**, including aggravated, punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favourable to the insurability of such punitive, exemplary, or multiplied damages; prejudgment and post-judgment interest; and legal fees, expenses and costs awarded pursuant to a court order or judgment.

Loss (with exception of loss resulting from or in consequence of an **Employment Practices Wrongful Act**) shall also include civil fines and civil penalties including but not limited to civil fines and penalties assessed against an **Insured Person** under Sections 4(2) and 5.5(2) of the Corruption of Foreign Public Officials Act of Canada, Section 2(g)(2)(b) of the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-2(g)(2)(b), Section 308 of the Sarbanes-Oxley Act of 2002 (15 U.S.C. 7246(a)) and the United Kingdom's Bribery Act 2010 (2010 chapter 23).

Loss shall also mean, solely with respect to **Loss** for which an **Organization** has neither indemnified nor is permitted or required to indemnify an **Insured Person**, any unpaid statutory liabilities of the Company arising under the Canadian federal, provincial, territorial, municipal or local laws which an **Insured Person** becomes legally obligated to pay by virtue of their status as an **Insured Person**, including but not limited to the failure to deduct, withhold or remit taxes, employment insurance contributions or pension plan contributions; or the failure to pay salary, wages, and related amounts such as vacation or holiday pay payable by an **Organization** to an employee for services performed; including penalties and interest thereon, that no **Organization** has indemnified, pursuant to Section 227.1 of the Canadian Income Tax Act, Section 323 of the Canadian Excise Tax Act, Section 43 of the Ontario Retail Sales Tax Act, or any Canadian provincial, territorial or local statute law imposing comparable liability upon an Insured Person;

Loss (other than **Defence Costs**) does not include:

1. criminal fines or penalties imposed by law;
2. matters deemed uninsurable under the law pursuant to which this **Policy** shall be construed;
3. any amount not indemnified by the **Organization** for which the **Insured Person** is absolved from payment by reason of any covenant, agreement or court order; or
4. any amount incurred by the **Organization** (including its board of directors or any committee of the board of directors) in connection with the investigation or evaluation of any **Claim** or potential **Claim** by or on behalf of the **Organization**.
5. taxes or sums payable in relation to taxes, except as provided above;

All other terms and conditions remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 4

Amended Conduct Exclusion- Final, Non-Appealable Adjudication

It is hereby understood and agreed that Section IV. 3. a. is deleted in its entirety and replaced with the following:

3. a. the gaining by an **Insured Person** of any profit, remuneration or advantage to which a final, non-appealable adjudication in such **Claim** establishes such **Insured Person** was not legally entitled;

All other terms and conditions of the Policy remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 6

Confidentiality Breach Coverage

Confidentiality Breach Event:

Sub-limit of Liability each event: \$50,000

Confidentiality Breach Event

The Insurer will pay the **Organization** up to the sub-limit specified, for any **Confidentiality Breach Expenses** paid by the **Organization** in connection with a **Confidentiality Breach** that first occurs during the **Policy Period** (or **Extended Reporting Period**, if applicable), regardless of whether or not a **Claim** is made against the Organization as a result of such **Confidentiality Breach**.

The Insurer will have no liability whatsoever for fines, penalties, assessments of costs or other financial awards associated with any such **Confidentiality Breach**, unless such fines, penalties, assessments of costs or other financial awards are otherwise covered by this **Policy**.

Confidentiality Breach means any failure by the **Organization** to maintain the confidentiality of non-public, medical or financial personally identifiable information which is in the care, custody and control of the **Organization**.

Confidentiality Breach Expenses means reasonable fees and costs incurred with the Insurer's prior written consent (which shall not be unreasonably withheld or delayed):

- (i) of lawyers, experts and consultants, including third-party media consultants, incurred in the management or investigation of an actual or potential **Confidentiality Breach**;
- (ii) in connection with notification of a **Confidentiality Breach** to appropriate regulatory authorities and/or to those individuals whose information has been accessed, disclosed or used;
- (iii) for providing credit monitoring services to those individuals whose information has been accessed, disclosed or used in connection with a **Confidentiality Breach**; and
- (iv) in the management of public relations with respect to a **Confidentiality Breach**,

provided, that **Confidentiality Breach Expenses** do not include:

- (a) any remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of any **Insured Person**; or
- (b) any fees, costs, charges or expenses incurred in defending any Claim resulting from a **Confidentiality Breach**.

All other terms and conditions of the Policy remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 6

Amended BI/PD Exclusion

It is hereby understood and agreed that Section IV. Exclusions 2. Bodily Injury of Property Damage, Pollution; a. of the **Policy** is hereby deleted and replaced with the following:

- a. for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof; however, this exclusion shall not apply to **Defence Costs**, and with respect to any actual or alleged mental anguish or emotional distress in any **Claim** for an **Employment Practices Wrongful Act**;

All other terms and conditions of the Policy remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 7

Defence Costs Outside Of The Limit

It is hereby understood and agreed that Section V. General Terms and Conditions, A. Limit of Liability and Retention is deleted in its entirety and replaced with the following;

The Limit of Liability set forth in Item 3. of the Declarations shall be the maximum aggregate liability of the **Insurer** under this **Policy** for all covered **Loss**, except **Defence Costs**, resulting from all covered **Claims**, regardless of the number of **Claims** or the time of payment by the **Insurer**.

The **Defence Costs** incurred shall be in addition to the Limit of Liability set forth in Item 3. of the Declarations and shall not be considered **Loss**. In this case, **Defence Costs** shall not be subject to a Retention amount, provided, however, that when such applicable Limits of Liability are exhausted by payment of **Loss** other than **Defence Costs**, any obligation of the Insurer to pay **Defence Costs** shall cease.

If the Limit of Liability is exhausted by payment of **Loss**, the Insurer's duty to defend shall cease and the Insurer's obligations under this **Policy** shall be completely fulfilled and extinguished.

For the purposes of this **Policy**, all **Claims** which in whole or in part arise out of the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Loss** resulting from a single **Claim** shall be deemed a single **Loss**.

The Limit of Liability for the **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the aggregate Limit of Liability, which shall be the maximum liability of the Insurer for the **Policy Period** and **Extended Reporting Period** combined.

Any sub-limit specified in this **Policy** shall be the Insurer's maximum liability for all **Loss** covered under such Sub-limit of Liability. Any Sub-limit of Liability shall be part of, and not in addition to, the applicable Limit of Liability shown in Item 3 of the Declarations.

All other terms and conditions of the Policy remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 8

Extended Reporting Period Amended (6 Year Option)

It is hereby understood and agreed that Section II. Extended Reporting Period, is hereby deleted in its entirety and replaced with the following;

If this **Policy** is cancelled or not renewed by either the **Organization** or the Insurer, for reasons other than non-payment of premium, then the **Organization** shall be entitled to an **Extended Reporting Period** as described below for **Claims** first made against an **Insured** but only with respect to **Wrongful Acts** taking place prior to the effective date of such nonrenewal or termination.

If the **Organization** cancels or chooses not to renew this **Policy** then the **Organization** shall have the right, upon payment of either;

- a. fifty percent (50%) of the annual premium or fifty percent (50%) of the annualized premium if the **Policy Period** is not annual, to an extension of the coverage granted by this Policy for a period of twelve (12) months immediately following the effective date of such nonrenewal or termination.
- b. one hundred and twenty five percent (125%) of the annual premium or One hundred and twenty five percent (125%) of the annualized premium if the **Policy Period** is not annual, to an extension of the coverage granted by this Policy for a period of seventy-two (72) months immediately following the effective date of such nonrenewal or termination.

If the Insurer chooses not to renew this **Policy** then the **Organization** shall have the right to an Automatic Extended Reporting Period of ninety (90) days immediately following the effective date of such nonrenewal or termination at no additional charge. Prior to the end of the Automatic Extended Reporting Period, the **Organization** shall have the right, upon payment of either;

- a. fifty percent (50%) of the annual premium or fifty percent (50%) of the annualized premium if the **Policy Period** is not annual, to an extension of the coverage granted by this Policy for a period of twelve (12) months immediately following the effective date of such nonrenewal or termination.
- b. one hundred and twenty five percent (125%) of the annual premium or One hundred and twenty five percent (125%) of the annualized premium if the **Policy Period** is not annual, to an extension of the coverage granted by this Policy for a period of seventy-two (72) months immediately following the effective date of such nonrenewal or termination.

This right of extension shall lapse at the end of the Automatic Extended Reporting Period and the **Insured** will not have the right to purchase the **Extended Reporting Period** at any later date.

The fact that this **Policy** may be extended by the **Extended Reporting Period** or by virtue of the Automatic Extended Reporting Period does not in any way increase the Limit of Liability stated in Item 3 of the Declarations.

All other terms and conditions of the Policy remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 9

Pollution Exclusion Amended

It is hereby understood and agreed that Section IV. Exclusions; 2.b. Is deleted and replaced with the following

b. where all or any part of such **Claim** is based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of or in any way involving actual or alleged seepage, **pollution**, radiation, emission or contamination of any kind; but this exclusion shall not apply to **Insured Persons**.

Section III. Definitions is amended by adding the following;

- R. **Pollution** means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant** whether in a solid, liquid, gas, odour, vibration, electromagnetic radiation, ionizing radiation, thermal or other form at any time.
- S. **Pollutant** means any contaminant, irritant or other matter or substance including but not limited to oil, smoke, vapour, soot, asbestos, asbestos-containing materials, fumes, acids, alkalis, nuclear or radioactive material, chemicals and waste or any other substance defined or identified on a list of hazardous substances issued by or pursuant to the Canadian Environmental Protection Act, the United States Environmental Protection Agency, the United States Atomic Energy Act of 1954 or any federal, provincial, state, county, municipal or local counterpart thereof. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of the Policy remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 10

Pre-Determined Allocation Endorsement – 80%

It is hereby understood and agreed that;

In the event of a **Claim** against an **Insured** which is not wholly covered by this **Policy** because such **Claim** includes both covered and uncovered matters, the Insurer and the **Insured** shall use their best efforts to determine a reasonable allocation of **Loss** that is covered under this **Policy**, which shall be 100% for **Defence Costs** and a minimum of 80% for other **Loss**.

All other terms and conditions of the **Policy** remain the same.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 11

Amended Professional Liability Exclusion

It is understood and agreed that Section IV. of the **Policy** is hereby amended by the addition of the following:

Section IV.

9. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving the rendering or failure to render any kind of professional service for others, either gratuitously or for a fee.

All other terms and conditions of the **Policy** remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 12

Property Managers Endorsement

In consideration of the premium charged, it is hereby understood and agreed that the **Policy** is amended as follows:

Section III. Definitions F. **Insured** shall also mean:

- (4) any **Property Management Firm** solely while providing professional services to the **Organization** and acting with the authority, or at the direction, of the **Organization**.

Solely for the purposes of this endorsement, **Property Management Firm** means any entity providing real estate property management services to the **Organization** pursuant to written contract.

Coverage for the **Property Management Firm** and its **Insured Persons** shall not apply to Claims involving any **Outside Position** or **Employment Practices Wrongful Act**.

All other terms and conditions of the **Policy** remain unchanged.

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Endorsement No. 13

Third Party Employment Practices Wrongful Act

It is hereby understood and agreed that Section III. Definitions. C. **Employment Practices Wrongful Act** is deleted and replaced with the following:

Employment Practices Wrongful Act means any **Third Party Wrongful Act** or any **Wrongful Act** related to an actual or potential employment relationship with the claimant for:

1. wrongful dismissal, discharge or termination of employment whether actual or constructive;
2. employment discrimination of any kind including violation of any federal, provincial, territorial, state or local law involving employment which would deprive or potentially deprive any person of employment opportunities or otherwise adversely affect his or her status as an employee, because of such person's race, colour, religion, age, sex, national origin, disability, pregnancy, or other protected status;
3. sexual harassment in the workplace; or
4. wrongful deprivation of career opportunity, employment related misrepresentation, retaliatory treatment against an employee of the **Organization**, failure to promote, demotion, wrongful discipline or evaluation, or refusal to hire.

Solely for the purposed of this endorsement;

Third Party Wrongful Act means any actual or alleged:

- (i) discrimination against a **Third Party**, including but not limited to any such discrimination on account of race, colour, religion, age, disability or national origin; and
- (ii) harassment, including but not limited to, unwelcome sexual or gender harassment, committed or attempted by any **Organization** or by any **Insured Person** while acting in his capacity as such.

Third Party means any natural person who is a customer, vendor, service provider, client, or other business invitee of an **Organization**.

All other terms and conditions of the Policy remain unchanged.

AJG “SIGNATURE” PACKAGE

CRIME (FIDELITY BOND) SECTION



DECLARATIONS PAGE

AJG "SIGNATURE" CONDOMINIUM CRIME POLICY

RENEWAL POLICY NO.: **PER ISSUED AJG "SIGNATURE" CERTIFICATE**

Item 1. NAME AND ADDRESS OF INSURED:

AJG Signature Condominium Crime Policy (Individual Insured as per issued AJG "Signature" Certificate)
N/A
N/A
N/A

Item 2. Policy Period: From 12:01 AM as per issued AJG "Signature" Certificate To 12:01 AM as per issued AJG "Signature" Certificate
Local time at the address shown in Item 1

Item 3. Discovery Period: Two Months (60 Days)

Item 4. Limits of Liability:

1. Employee Dishonesty	Refer to AJG "Signature" Certificate
2. Loss Inside The Premises	\$10,000
3. Loss Outside The Premises	\$10,000
4. Money Orders & Counterfeit Paper Currency	\$50,000
5. Depositors Forgery	\$50,000
6. Third Party Computer & Funds Transfer Fraud	\$50,000
Data Restoration Expense	\$50,000
7. Credit Card Forgery	\$50,000
8. Audit Expenses	\$50,000

Item 5. Deductible:

1. Employee Dishonesty	NIL
2. Loss Inside The Premises	NIL
3. Loss Outside The Premises	NIL
4. Money Orders & Counterfeit Paper Currency	NIL
5. Depositors Forgery	NIL
6. Third Party Computer & Funds Transfer Fraud	NIL
Data Restoration Expense	NIL
7. Credit Card Forgery	NIL
8. Audit Expenses	NIL

Item 6. Annual Premium: Refer to AJG "Signature" Certificate

Item 7. Previous Policy Number: Refer to AJG "Signature" Certificate if applicable

Item 8. Territory: Canada

Item 9. This Policy is subject to the following Forms and Endorsements effective at inception:

AJG CRIME 3000-7 AJG CRIME 3001-1 AJG CRIME 3002-1 AJG CRIME 3003-1

These Declarations, the completed and signed application and this Policy with Endorsements shall constitute the contract between the INSURED and the Insurer.

Executed & Signed on Behalf of the Subscriber(s)

Refer to AJG "Signature" Certificate

Arthur J. Gallagher Canada Limited

Refer to AJG "Signature" Certificate

Date

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE



AJG "SIGNATURE" CONDOMINIUM CRIME POLICY

In consideration of the premium and in reliance upon all statements and representations provided to Wawanesa Mutual Insurance Company (hereinafter, the "**Insurer**"), by the **Insured** in applying for this bond, and subject to the Declarations, Insuring Agreements, General Agreements, Conditions and Limitations, and other such terms herein; the **Insurer** agrees to pay the **Insured** for:

A. Insuring Agreements

1. Employee Dishonesty

Loss of **Money**, **Securities** and other property which the **Insured** shall sustain, to an amount not exceeding the amount specified in the Declarations applicable to this Insuring Agreement, resulting directly from one or more fraudulent or dishonest acts committed by an **Employee**, acting alone or in collusion with others, *provided that*:

- I. Such fraudulent or dishonest acts:
 - a. are committed during the Policy Period specified in the Declarations;
 - b. are committed by any **Employee** engaged in the regular service of the Insured within the territory specified in the Declarations;
 - c. are discovered in accordance with General Condition #6; and
- II. Such dishonest or fraudulent acts as used in this Insuring Agreement shall mean only dishonest or fraudulent acts committed by such **Employee** with the manifest intent:
 - a. to cause the **Insured** to sustained such loss; and
 - b. to obtain financial benefit for the **Employee**, or for any other person or organization intended by the **Employee** to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit-sharing, pensions, or other employee benefits earned in the normal course of employment.

Loss Caused by Unidentifiable Employees

If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the **Employees** and the **Insured** shall be unable to designate the specific **Employee(s)** causing the loss, the **Insured** shall nevertheless have the benefit of this Insuring Agreement, subject to the provisions of this Policy, provided that the evidence submitted demonstrates, based on the preponderance of evidence, that the loss was due to the fraud or dishonesty of one or more of the said **Employees**, and provided further, that the aggregate liability of the **Insurer** for such loss shall not exceed the Limit of Liability applicable to this Insuring Agreement.

Cancellation as to any Employee

The insurance provided by this Insuring Agreement shall be deemed cancelled in respect of any **Employee** upon the effective date and at the time specified in a written notice mailed to the **Insured** by the **Insurer**. Such effective date shall not be less than fifteen (15) days after the date of mailing. The mailing by the **Insurer** of notice as aforesaid to the **Insured** at the address shown in the Declarations shall be sufficient proof of notice. Delivery of such written notice by the **Insurer** shall be equivalent to mailing.

2. Loss Inside The Premises

I. Money and Securities

Loss of and/or damage to **Money** and **Securities**, occurring during the Policy Period specified in the Declarations, up to the amount specified in the Declarations, by the actual destruction, disappearance or wrongful abstraction thereof within the **Premises** or within any **Banking Premises** or similar recognized places of deposit.



II. Other Property

Loss of and/or damage to other property occurring during the Policy Period specified in the Declarations, up to the amount specified in the Declarations, and within the **Premises**, caused by:

a. **Safe Burglary**

Felonious abstraction from within a vault or safe located within the **Premises**, *provided that*:

- (i) the door of which is equipped with a combination lock and all doors thereof of are duly closed and locked by all combination locks thereon and,
- (ii) such loss or damage is committed by a person making criminal entry into such vault or safe and any vault containing the safe and,
- (iii) such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of such vault or safe.

Felonious abstraction of such safe from within the **Premises**.

b. **Robbery**

The taking of insured property from a custodian by violence, by putting him/her in fear of violence or by any other overt criminal act committed in his/her presence and of which he/she was actually cognizant and,

- (i) from within the **Premises** by compelling a **Messenger** or **Custodian** by violence or threat of violence while outside the **Premises** to admit a person into the **Premises** or to provide means of entry into the **Premises** or,
- (ii) from a showcase or show window within the **Premises** while regularly open for business, by a person who has broken the glass thereof from outside the **Premises**.

III. Cash Drawer, Cash Box or Cash Register

Loss of and/or damage to a locked cash drawer, cash box or cash register by felonious entry within the **Premises** or attempt thereat or by felonious abstraction of such container from within the **Premises** or attempt thereat occurring during the Policy Period up to the amount specified in the Declarations.

IV. Damage to Premises

Damages to **Premises** occurring during the Policy Period specified in the Declarations, following any of the perils listed in this Insuring Agreement, provided always that the Insured is the owner of the **Premises** or is liable for such damage.

3. Loss Outside The Premises

I. Money and Securities

Loss of and/or damage to **Money** and **Securities** occurring during the Policy Period, up to the amount and Territory specified in the Declarations, caused by the actual destruction, disappearance or wrongful abstraction thereof outside the **Premises** while being conveyed by a **Messenger** or any armored motor vehicle company, or security company, or while within the living quarters in the home of any **Messenger**.

II. Other Property

Loss of and/or damage to other property occurring during the Policy Period, up to the amount and within the Territory specified in the Declarations caused by:

a. **Theft or attempted theft**

Theft or attempt thereat while within the living quarters of any **Messenger**

b. **Robbery**

The taking from a **Messenger** or **Custodian** outside the **Premises** by violence, putting him/her in fear of violence, or any other overt criminal act committed in his/her presence and of which he/she was actually cognizant.

4. Money Orders And Counterfeit Paper Currency

Loss occurring during the Policy Period up to the amount specified in the Declarations and within the Territory specified in the Declarations, due to the acceptance in good faith, in exchange for merchandise, **Money** or services, of any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit Canadian or United States paper currency.

5. Depositors Forgery

Loss which the **Insured** or any bank, which is included in the **Insured's** proof of loss and with whom the **Insured** carries a chequing or savings account, as their respective interests may appear, shall sustain during the Policy Period up to the amount specified in the Declarations through forgery or alteration of or in any cheque, draft, promissory note, bill of exchange or similar written promise, order or direction to pay a sum certain in money, made or drawn by or drawn upon the **Insured**, or made or drawn by one acting as agent of the **Insured**, or purporting to have been made or drawn as hereinbefore set forth, including:

a. **Fictitious Payee**

any cheque or draft made or drawn in the name of the **Insured**, payable to a fictitious payee and endorsed in the name of such fictitious payee;

b. **Procured by Third Parties**

any cheque or draft procured in a face to face transaction with the **Insured**, or with one acting as agent of the **Insured**, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one impersonated; and

c. **Payroll Cheques**

any payroll cheque, payroll draft or payroll order made or drawn by the **Insured**, payable to the bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee;

whether or not any endorsement mentioned in (a), (b) or (c) be a forgery within the law of the place controlling the construction thereof.

Facsimile Signatures

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

Priority of Payment

The **Insured** shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Insuring Agreement, whether sustained by the **Insured** or such bank, shall be paid directly to the **Insured** in its own name, except in cases where such bank shall have already fully reimbursed the **Insured** for such loss. The liability of the **Insurer** to such bank for such loss shall be part of and not in addition to the amount of insurance applicable to the **Insured's** office to which such loss would have been allocated had such loss been sustained by the **Insured**.

Legal Fees, Costs or Expenses

If the **Insured** or such bank shall refuse to pay any of the foregoing instruments made or drawn as hereinabove set forth, alleging that such instruments are forged or altered, and such refusal shall result in legal proceedings being brought against the **Insured** or such bank to enforce such payment and the **Insurer** shall give its written consent to the defence of such proceedings, then any reasonable legal fees, court costs, or similar legal expenses incurred and paid by the **Insured** or such bank in such defence shall be construed to be a loss under this Insuring Agreement and the liability of the **Insurer** for such loss shall be in addition to any other liability under this Insuring Agreement.

6. Third Party Computer And Funds Transfer Fraud

Loss occurring during the Policy Period up to the amount specified in the Declarations and within the Territory as specified in the Declarations, resulting directly from:

I. **Computer Fraud**

The **Theft** of any of the **Insured's** property by **Computer Fraud**; or

II. **Funds Transfer Fraud**

The **Theft** of any of the **Insured's** funds from the **Insured's Transfer Account** at a **Financial Institution** through **Fraudulent Transfer Instructions** communicated to such **Financial Institution**.

Limit of Liability

Notwithstanding anything to the contrary contained herein the Limit of Liability set forth in the Declarations for this Insuring Agreement is the maximum limit of the **Insurer's** liability to pay loss arising from one occurrence. All acts committed by any person or in which such person is involved or implicated will be considered one occurrence. Unless the circumstances conclusively demonstrate the contrary, all acts committed by unidentifiable persons will



be considered to have been committed by one person. If loss arising from or attributable to an occurrence is insured under two or more Insuring Agreements or under both *I.* and *II.* of this Insuring Agreement the **Insurer's** liability will not be cumulative, and the **Insurer's** total liability on account of such loss shall not exceed the largest available Limit of Liability.

III. Computer Program and Electronic Data Restoration Expense

Reasonable Restoration **Expense** to restore or replace damaged or destroyed Computer **Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For the purposes of *III.* of this Insuring Agreement, a single loss involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred between the time the damage or destruction is discovered by the **Insured** and the time the **Computer Program** or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**.

Payment of reasonable **Restoration Expense** applies:

- a. only to **Computer Programs** and **Electronic Data** owned by the **Insured** or for which the **Insured** is legally liable; and
- b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

The **Insurer** shall pay reasonable **Restoration Expense** pursuant to this section, subject to the sub-limit stated in the Declarations, upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**. Such **Restoration Expense** shall be part of, and not in addition to, the Limit of Liability available for this Insuring Agreement.

In the event the **Insured** maintains any other valid and collectible insurance that is available to cover the expenses outlined under *III.* above, any coverage contained herein shall be specifically excess over such other insurance and shall not serve to contribute any amount until such other insurance has been fully exhausted.

7. Credit Card Forgery

Loss occurring during the Policy Period and within the Territory as specified in the Declarations, resulting directly from:

I. Credit Card Forgery

Loss which the **Insured** shall sustain up to the amount specified in the Declarations through forgery or alteration of, on or in any written instrument required in conjunction with any Credit Card issued to the **Insured** or to any partner, officer or employee of the **Insured** or to the **Insured's** spouse or any child residing permanently in the residence of the **Insured**; provided, however, that the **Insured** shall fully comply with the provisions, conditions and other terms under which such Credit Card shall have been issued.

II. Legal Fees

Reasonable legal fees, court costs or similar legal expenses incurred and paid by the **Insured** in defence of any proceedings brought against the **Insured** to enforce payment on any written instrument specified in the preceding paragraph, alleging that such instrument is forged or altered; provided, however, that such proceedings shall have resulted from the refusal of the **Insured** to pay the instrument, that the **Insurer** shall have given its written consent to the defence of such proceedings and that the **Insured** shall have fully complied with the provisions, conditions and other terms under which any Credit Card, as aforesaid, shall have been issued. The liability of the **Insurer** under this Insuring Agreement for such legal fees, court costs or similar legal expenses shall be in addition to any other liability under this Insuring Agreement.

B. General Definitions

- a) **Banking Premises** means the interior of that portion of any building which is occupied by a banking institution in conducting its business and within the Territory specified in the Declarations.
- b) **Computer Fraud** means the wrongful conversion of assets under the direct or indirect control of a computer system by means of:
 - (i) the fraudulent accessing of such computer system;



- (ii) the insertion of fraudulent data or instructions into such computer system; or
 - (iii) the fraudulent alteration of data, programs or routines in such computer system.
- c) **Computer Program** means a set of related electronic instructions which direct the operations and functions of a **Computer System** or devices connected to it which enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.
- d) **Computer System** means a computer or network and all input, output, processing, storage and communication facilities and equipment which are connected to such a device and which the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.
- e) **Computer Violation** means:
- (i) a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
 - (ii) vandalism by a natural person, including an **Employee**, who was gained unauthorized access to the **Computer System**.
- f) **Computer Virus** means a set of unauthorized instructions, programmatic or otherwise:
- (i) directed solely against the **Insured**; and
 - (ii) that propagate themselves through the **Computer System** or networks; provided that such instructions were maliciously introduced by a natural person.
- g) **Custodian** means the **Insured** or a partner of the **Insured** or any **Employee** who is duly authorized by the **Insured** to have the care and custody of the insured property within the **Premises**, excluding any person while acting as a watchman, porter or janitor.
- h) **Electronic Data** means facts or information converted to a form:
- (i) usable in a **Computer System**; or
 - (ii) which does not provide instructions or directions to a **Computer System**; or
 - (iii) which is stored on electronic processing media for use by a **Computer Program**.
- i) **Employee** means
1. (i) any natural person while in the regular service of the **Insured** in the ordinary course of the **Insured's** business during the Policy Period specified in the Declarations, and
 - (ii) retired employees of the **Insured** or other natural persons who are in the service of the **Insured** in the capacity of consultants, whose engagement by the **Insured** is confirmed by written contract or agreement, while performing services for the **Insured** at any of the **Insured's** offices or **Premises** covered hereunder;
- whom the **Insured**:
- compensates by salary, wages or commissions, and
 - has the right to govern and direct in the performance of such services;
- including any part-time or temporary employees subject to the above provisions.
2. students gaining work experience with the **Insured**.
 3. any person(s) assigned to perform employee duties within the **Premises** for the **Insured** by any agency furnishing temporary personnel on a contingent or part-time basis; provided, however, that this policy does not cover any loss caused by such person(s) if such loss is also covered by any insurance or suretyship held by the agency furnishing such temporary personnel to the **Insured**.
 4. any non-compensated officer of the **Insured**.
- EXCLUDING:**
- a. any director or trustee of the **Insured**, if a corporation, who is not also an officer or employee thereof in some other capacity,
 - b. any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character.
5. each natural person, partnership or corporation authorized by written agreement with the **Insured** to perform services as an electronic data processor of cheques or other accounting records of the **Insured** (not including preparation or modification of computer software or programs), herein called the "Processor" (each such Processor, and the partners, officers and employees of such Processor, shall, collectively, be deemed to be one **Employee** for all the purposes of this policy).



6. natural person who is in a training position with the **Insured** and whose compensation is provided by public funds, while such person is performing services for the **Insured** at any of the **Insured's** offices or **Premises** covered hereunder, and whom the **Insured** has the right to direct and control while performing services for the **Insured**.

Any **Employee** as defined in paragraphs 1, 3 and 6 above, shall be deemed to be an **Employee** for up to a period of sixty (60) days following termination of employment, subject to General Condition #1.

- j) **Financial Institution** means:
- (i) a banking or saving institution; or
 - (ii) a stockbroker, mutual fund dealer or similar investment institution at which the **Insured** maintains a **Transfer Account**.
- k) **Fraudulent Transfer Instructions** means
- (i) fraudulent electronic, telegraphic, cable, Teletype, tested telex or telephone instructions to a **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver funds from such account, which instructions purport to have been transmitted by the **Insured** or by a person duly authorized by the **Insured** to issue such instructions but which have been fraudulently transmitted by another, and
 - (ii) fraudulent written instructions (other than those described under Insuring Agreement #5) to a **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver funds for such account through an electronic funds transfer system at specified times or under specified conditions, which written instructions purport to have been duly issued by the **Insured** but which have been fraudulently issued, forged or altered by another.
- l) **Insured** means the entity(ies) named in ITEM 1 of the Declarations.
- m) **Insurer** means Wawanesa Mutual Insurance Company
- n) **Messenger** means the **Insured** or a partner of the **Insured** or any **Employee** who is duly authorized by the **Insured** to have the care and custody of the insured property outside the **Premises**.
- o) **Money** means currency, coins, bank notes and bullion and travelers cheques, register cheques and money orders held for sale to the public.
- p) **Premises** means the interior of that portion of any building which is occupied by the **Insured** in conducting its business and within the Territory specified in the Declarations.
- q) **Restoration Expense** means reasonable costs incurred to reproduce **Computer Programs** and **Electronic Data** and enable the **Insured** to restore its **Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

- (i) internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
 - (ii) expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including but not limited to, magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
 - (iii) expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if an **Insured** knowingly used illegal copies of programs;
 - (iv) expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
 - (v) expense incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
 - (vi) expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields; incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
 - (vii) lost revenue, sales or profits; or
 - (viii) expenses incurred by any customer.
- r) **Theft** means the intentional and unlawful taking of insured property to the deprivation of the **Insured**.



- s) **Transfer Account** means an account, maintained by the **Insured** at a **Financial Institution**, from which the **Insured** or the **Insured's** authorized representatives may cause the transfer, payment or delivery of funds:
 - (i) by means of electronic, telegraphic, cable, Teletype, tested telex or telephone instructions (communicated directly or through a cash management service of funds transfer system), or
 - (ii) by means of written instructions (other than those described in Insuring Agreement 5) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer.
- t) **Securities** means all negotiable and non-negotiable instruments or contracts representing either money or property and includes revenue and other stamps in current use, tokens and tickets, but does not include **Money**.

C. Exclusions

This policy does not apply:

(Applicable to Insuring Agreement 1 – Employee Dishonesty):

- a. to loss, or that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent solely upon an inventory computation or a profit and loss computation; provided that, where an **Insured** establishes wholly apart from such computations that it has sustained a loss covered under Insuring Agreement 1, then such **Insured** may offer its inventory records and other computations in support of other evidences in as to the amount of loss claimed;
- b. to any **Employee** from and after the time that the **Insured** or any partner or officer thereof not in collusion with such **Employee** shall have knowledge or information that such **Employee** has committed any dishonest or fraudulent act whether such act be committed before or after the date of employment by the **Insured**;
- c. if, prior to the issuance of this policy, any fidelity insurance in favour of the **Insured** or any predecessor in interest of the **Insured** and covering one or more of the **insured's Employees** shall have been cancelled as to any such **Employees** by reason of the giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the **Insurer** or not, and if such **Employees** shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the **Insurer** shall not be liable on account of such **Employees** unless the **insurer** shall agree in writing to include such **Employees** within the coverage of Insuring Agreement 1;

(Applicable to Insuring Agreement 2 – Loss Inside the Premises):

- d. to loss of and/or damage to **Money** contained in coin-operated amusement devices or vending machines, unless the amount of **Money** deposited within the device or machine is recorded by a continuous recording instrument therein;
- e. to loss of and/or damage, other than loss of and/or damage to **Money, Securities**, caused by fire howsoever caused;

(Applicable to Insuring Agreement 3 – Loss Outside the Premises):

- f. to loss of and/or damage to insured property while in the custody of any armored motor vehicle company or security company unless such loss and/or damage is in excess of the amount recovered, recoverable, received by the **Insured** under:
 - (i) the **Insured's** contract with said armored motor vehicle company or security company, or
 - (ii) any insurance and/or indemnity in force in whatsoever form carried by the said armored motor vehicle company or security company for the benefit of users of its services, and then this Insuring Agreement 3 shall only cover such excess amount.

(Applicable to Insuring Agreements 2 – Loss Inside the Premises & 3 – Loss Outside the Premises):

- g. to loss due to any fraudulent, dishonest or criminal act by an employee, director, partner, trustee or authorized representative of any **insured**, while working or otherwise and whether acting alone or in collusion with others, provided that this exclusion does not apply to safe burglary or robbery or attempt thereof;
- h. to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;



- i. to loss:
 - (i) due to the giving or surrendering of **Money** or **Securities** in any exchange or purchase,
 - (ii) due to accounting or arithmetical errors or omissions,
 - (iii) of or to manuscripts, books of account or records;
- j. to loss due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;

(Applicable to Insuring Agreement 6 – Third Party Computer & Funds Transfer Fraud):

- k. to loss:
 - (i) resulting from loss of computer time or use;
 - (ii) resulting from unintentional errors or omissions;
 - (iii) to loss due to the voluntary giving or surrendering of insured property in a purchase or exchange, whether legitimate or fraudulent;
 - (iv) to loss due to any fraudulent, dishonest or criminal act by an **Employee**, director, trustee or authorized representative of any **Insured**, while working or otherwise and whether acting alone or in collusion with others;
- l. to the benefit of any **Financial Institution** (other than the **Insured**) or to any electronic funds transfer system or electronic data processor and any coverage hereunder shall be specifically excess of any indemnity from or insurance taken for the benefit of customers of any of the aforesaid;

(Applicable to all Insuring Agreements):

The insurance provided by this policy excludes:

- m. loss due to any fraudulent, dishonest or criminal act by any **Insured** or a partner therein, whether acting alone or in collusion with others;
- n. the costs of defending any legal proceeding brought against the **Insured**, or the fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding, whether or not such proceeding results or would result in a loss to the **Insured** covered by this policy, except as may be specifically stated to the contrary under Insuring Agreements 5 and 7 of this policy;
- o. loss of potential income, including but not limited to interest and dividends, not realized by the **Insured** because of a loss covered under this policy;
- p. damages of any type for which the **Insured** is legally liable, except direct compensatory damages arising from a loss covered under this policy;
- q. costs, fees and other expenses incurred by the **Insured** in establishing the existence of or the amount of loss covered under this policy, except as may be specifically stated to the contrary under General Condition #9 of this policy;
- r. loss due to loss of and/or damage to proprietary information, trade secrets, confidential processing methods, or other confidential information of any kind;
- s. loss due to the surrender of **Money**, **Securities** and other property away from the **Premises** as a result of a threat to do:
 - (i) bodily harm to any person, or
 - (ii) damages to the **Premises** or property owned by the **Insured** or held by the **Insured** in any capacity; provided, however, this exclusion does not apply: (A) to Insuring Agreement 1 if coverage is afforded thereunder, or (B) to Insuring Agreement 3 in respect of loss of **Money**, **Securities** or other property while being conveyed by a **Messenger** when there was no knowledge by the **Insured** of any such threat at the time the conveyance was initiated;
- t. loss under Insuring Agreements 5 & 7 through forgery or alteration of, on or in any instrument, if such forgery or alterations is committed by any **Employee** or by any person in collusion with any **Employee**.



D. General Conditions

(Applicable to all Sections unless otherwise stated)

1. Termination or Cancellation

This policy terminates in its entirety upon occurrence of any of the following:

- (a) No less than sixty (60) days after the receipt by the **Insured** of a written notice from the **Insurer** of its desire to cancel this policy, and no less than fifteen (15) days if cancelled for non-payment of premium; or
- (b) Immediately upon the receipt by the **Insurer** of a written notice from the **Insured** of its desire to cancel this policy; or
- (c) Immediately upon the taking over of the **Insured** by a receiver or other liquidator or by Provincial, Federal or State officials; or
- (d) Immediately upon the taking over of the **Insured** by another institution or entity.

The **Insurer** shall, on request, refund to the **Insured** the unearned premium, computed pro rata, if this policy be terminated or cancelled or reduced by notice from or at the instance of, the **Insurer**, or if terminated or cancelled as provided in subsection (c) or (d) of the preceding paragraph. The **Insurer** shall refund to the **Insured** the unearned premium computed at short rates if this policy be terminated or cancelled or reduced by notice from, or at the instance of the **Insured**. Failure or delay in tendering such unearned premium shall not delay or impair the termination or cancellation of the attached policy.

2. Additional Offices or Employees and Consolidation, Merger or Acquisition

- (a) If the **Insured** shall, while this policy is in force:
 - (i) establish any additional offices other than by consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity; or
 - (ii) create a legal corporate entity that is controlled and managed by the **Insured**, and the newly created entity is more than 50% owned by one or more of the **Insureds**;

such offices or newly created entities shall be automatically covered hereunder from the date of such establishment or creation without the requirement of notice to the **Insurer** or the payment of additional premium for the remainder of the Policy Period.

- (b) If the **Insured** shall, while this policy is in force, consolidate or merge with, or purchase or acquire assets or liabilities of, another entity, the **Insured** shall have such coverage as is afforded under this policy for loss which:
 - (i) has occurred or will occur in offices or premises, or
 - (ii) has been caused or will be caused by an employee or employees of such entity, or
 - (iii) has arisen or will arise out of the assets or liabilities
- (c) acquired by the **Insured** as a result of such consolidation, merger or purchase or acquisition of assets or liabilities without the requirement of notice to the **Insurer** or the payment of additional premium for the remainder of the Policy Period, provided the entity has:
 - (i) assets in the amount of 20% or less of the consolidated assets of the **Insured** as at the date of such action;
 - (ii) no more than 20% of the consolidated number of employees; and
 - (iii) not incurred any employee dishonesty losses in the past three (3) years.
- (d) If any of the conditions under items (c): (i) though (iii) above, are not met, the **Insured** shall not have coverage as is afforded under this policy for loss which:
 - (i) has occurred or will occur in offices or premises, or
 - (ii) has been caused or will be caused by an employee or employees of such entity, or
 - (iii) has arisen or will arise out of the assets or liabilities
- (e) acquired by the **Insured** as a result of such consolidation, merger or purchase or acquisition of assets or liabilities unless the **Insured**:
 - (i) gives the **Insurer** written notice of the consolidation, merger or purchase or acquisition of assets or liabilities within sixty (60) days after the effective date of such action; and
 - (ii) obtains the written consent of the **Insurer** to extend the coverage provided by the policy to such additional offices or premises, employees and other exposures; and
 - (iii) upon obtaining such consent, pay to the **Insurer** an additional premium.



3. Joint Insured

(a) *First Named Insured*

- (i) if more than one **Insured** is covered under this policy, the **insured** first named shall act for itself and for every other **Insured** for all purposes of this policy.
- (ii) payment of any loss under this policy by the **Insurer** to the **Insured** first named shall fully release the **Insurer** on account of such loss.
- (iii) if the **Insured** first named ceases for any reason to be covered under this policy, then the **Insured** next named shall thereafter be considered as the **Insured** first named for all purposes of this policy.

(b) *Knowledge or Discovery by Insured*

Knowledge possessed or discovery made by any **Insured** or by any partner, director or officer thereof shall for the purposes of Exclusion (b), the cancellation condition contained in Insuring Agreement 1, and General Conditions #12, 13, and 14 of this Policy constitute knowledge possessed or discovery made by every **Insured**.

(c) *Cancellation*

- (i) Cancellation of the insurance hereunder as respects any employee as provided under the cancellation condition applicable to Insuring Agreement 1, shall apply to every **Insured**.
- (ii) If, prior to the cancellation or termination of this Policy, this Policy or any Insuring Agreement hereof is cancelled or terminated as to any **Insured**, there shall be no liability for any loss sustained by such **Insured** unless discovered within the terms of General Condition #6.

(d) *Limit of Liability – Named Insured*

The liability of the **Insurer** for loss sustained by any or all of the **Insured** shall not exceed the amount for which the **Insurer** would be liable had all such loss been sustained by any one of the **Insured**.

4. Limits of Liability

The payment of any loss under this policy shall not reduce the **Insurer's** liability for other losses; provided, however, that the maximum liability of the **Insurer** shall not exceed the amount set forth under ITEM 4 of the Declarations or endorsement amendatory thereto applicable to:

- (a) *Insuring Agreement 1* – for all loss by any **Employee** or in which such **Employee** is concerned or implicated, regardless of when, during the period of this policy or prior thereto, such acts concerned.
- (b) *Insuring Agreements 5 & 7* – for all loss by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments.
- (c) *All other Insuring Agreements* – for the total limit of the **Insurer's** liability with respect to all loss of property of one or more persons or organizations arising out of one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the **Premises**, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

Regardless of the number of years this policy shall continue in force and the number of premiums which shall be payable or paid, the limit for the **Insurer's** liability as specified in the Declarations shall not be cumulative from year to year or period to period.

5. Limit of Liability under this Policy and Prior Insurance

With respect to loss as covered under Insuring Agreements 1, 5 & 7 which occurs partly during the Policy Period and partly during the period of other bonds or policies issued by the **Insurer** to the **Insured** or to any predecessor in interest of the **Insured** and are terminated and cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the **Insurer** under this policy and under such other bonds and policies shall not exceed, in the aggregate, the amount carried under Insuring Agreements 1, 5 & 7 of this policy on such loss or the amount available to the **Insured** under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

6. Discovery Period

Loss is covered under this policy only if discovered during the Policy Period or the Discovery Period.

The Discovery Period under this policy with respect to any loss will not be greater than the number of months specified under ITEM 3 of the Declarations, following the termination of this policy or of the coverage under this policy which applies to such loss or cancellation or termination of this policy as to any **Insured**.



7. Deductible and Other Insurance

Coverage under this policy will be excess of the greater of the following amounts with respect to each and every loss:

- (a) the Deductible Amount(s) set forth in ITEM 5 of the Declarations, or
- (b) the amount of any other valid and collectible insurance or suretyship available to the **Insureds** on account of such other insurance or suretyship is stated to be primary, excess, contributing, contingent or otherwise, unless such other insurance or suretyship is written only as specific excess insurance over the limits of liability provided under this policy, and then for such excess only, but in no event for more than the applicable limit of liability stated in ITEM 4 of the Declarations.

All loss caused by acts committed by any person or in which such person is concerned or implicated and/or arising from any one occurrence (as set forth under General Condition #4 of this policy) will be considered a single loss for the purpose of this Condition. If a loss is covered in part under this policy and in part under a prior similar policy or bond superseded by this policy, the Deductible Amount(s) applicable to such loss under the policy will be reduced by the amount of any deductible(s) actually applied to such loss under such other policy or bond.

8. Ownership of Money or Other Property

The insured property (including **Money** and **Securities**) may be owned by the **Insured**, or held by the **Insured** in any capacity whether or not the **Insured** is liable for the loss thereof, or may be property as respects which the **Insured** is legally liable, provided that Insuring Agreements 2, 3 & 4:

- (a) apply only to the interest of the **Insured** in such property, including the **Insured's** legal liability to others, and
- (b) do not apply to the interest of any person or organization in such property unless included in the **Insured's** proof of loss, in which event General Condition 14 of this policy is applicable to them

9. Audit Expenses

This policy is extended to indemnify the **Insured** for reasonable expenses incurred by the **Insured** for services of independent outside accountants, with the prior approval of the **Insurer**, to determine the amount and extent of a loss falling under the terms of this policy. The total amount payable by reason of this extension is limited to ten percent (10%) gross amount of the loss so established, before Deductible, or Fifty Thousand dollars (\$50,000), whichever is less, and will be part of and not in addition to the limit of liability stated in ITEM 4 of the Declarations. This extension shall not apply in respect of losses falling within the Deductible stated under ITEM 5 of the Declarations.

10. Loss under Prior Bond or Policy

If the coverage of any Insuring Agreement of this policy is substituted for any prior bond or policy of insurance carried by the **Insured** or by any predecessor in interest of the **Insured**, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, the **Insurer** agrees that such Insuring Agreement applies to loss which is discovered as provided under General Condition #6 of this policy and which would have been recoverable by the **Insured** or such predecessor under such prior bond or policy except for the fact that the time within which to discover such loss thereunder had expired provided that:

- (a) the insurance under this Condition shall be part of and not in addition to the amount of insurance afforded by the applicable Insuring Agreement of this Policy;
- (b) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its terms, conditions and limitations as of the time such substitution was in force when the acts or events causing the loss were committed or occurred; and
- (c) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

11. Cancellation of Prior Insurance

The **Insured** by the acceptance of this policy gives notice to the **Insurer** terminating or cancelling prior policy(ies) or bond(s) issued by the **Insurer** as stated under ITEM 7 of the Declarations, such termination or cancellation is effective as of the time this policy becomes effective.



12. Notice, Proof of Loss and Action against the Underwriter

Upon knowledge or discovery (as provided under General Conditions 3(b) and 14 of this policy) of loss or of an occurrence which may give rise to a claim for loss, the **Insured** shall:

- (a) give notice as soon as practicable, not to exceed sixty (60) days, to the **Insurer** or any of its authorized agents and, except under Insuring Agreements 1, 5 & 7, also to the police if the loss is due to a violation of law, and
- (b) file detailed proof of loss, duly sworn to (which includes but is not limited to a completed proof of loss form in the format agreed by the **Insurer**), with the **Insurer**, within six (6) months from the discovery or knowledge of the loss, or within such further period as agreed to in writing by the **Insurer**.

Proof of loss under Insuring Agreements 5 & 7 shall include the instrument which is the basis of claim for such loss, or if it shall be impossible to file such instrument, the affidavit of the **Insured** or the **Insured's** bank of deposit setting forth the amount and cause of loss shall be accepted in lieu thereof.

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until ninety (90) days after the required proof of loss have been filed with the **Insurer**, nor at all unless commenced within two (2) years from the date when the **Insured** discovered the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

13. Submission of Records & Co-operation

Upon the **Insurer's** request, the **Insured** shall submit to examination by the **Insurer**, subscribe the same, under oath if required, and produce for the **Insurer's** examination any and all pertinent records, all at such reasonable times and places as the **Insurer** shall designate, and shall co-operate with the **Insurer** in all matters pertaining to loss or claims with respect thereto.

14. Knowledge or Discovery of Loss

Knowledge of discovery occurs when the **Insured** first becomes aware of facts which would cause a reasonable person to assume that a loss covered by this policy has been or will be incurred, even though the exact amount or details of the loss may not then be known.

15. Basis of Valuation

(a) *Securities*

In no event shall the **Insurer** be liable as respects **Securities** for more than the actual cash value thereof, at the close of business on the business day next preceding the day on which the loss was discovered.

(b) *Books of Accounts and Records*

In the case of loss of or damage to property consisting of books of accounts or other records (other than electronic data) used by the **Insured** in the conduct of their business, the **Insurer** shall be liable under this policy only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which shall have been furnished by the **Insured** in order to reproduce such books and other records.

(c) *Electronic Data*

In the event that a loss as covered under this policy results in the destruction, erasure or theft of electronic data used by the **Insured** while such data are stored within the **Insured's** computer system, the **Insurer** shall be liable under this policy if such data are actually reproduced and coverage hereunder shall only apply to the cost of labour for the actual transcription or copying of data, which shall have been furnished by the **Insured** in order to reproduce such Electronic Data.

(d) *Damage to Premises*

In the case of damage to the **Premises**, the **Insurer** shall not be liable for more than the actual cost of repairing such **Premises** with material of like quality and value.

(e) *Foreign Currency*

If a foreign currency (being a currency other than the currency in which this policy is written) is involved in a loss sustained by the **Insured** under this policy, then for the purpose of any calculation required in the settlement of a loss, the rate of exchange shall be the free rate of exchange on the date of such settlement.



(f) *Other Property*

In no event shall the **Insurer** be liable as respects other property (not included in the above), for more than the actual cash value thereof at the time of loss or for more than the actual costs of repairing such other property or of replacing same with property or material of like quality and value, provided however, the actual cash value of such other property held by the **Insured** as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the **Insured** when making the advance of loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

16. Settlement of Loss

- (a) The **Insurer** may, with the consent of the **Insured**, settle any claim for loss of property with the owner thereof. Any property for which the **Insurer** has made indemnification shall become property of the **Insurer**.
- (b) The **Insurer** may, at its sole discretion, pay such actual cash value, or make such repairs or replacements. If the **Insurer** and the **Insured** cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

17. Recoveries

If the **Insured** shall sustain any loss covered by this policy to which a Deductible Amount applies and such loss exceeds the applicable amount of insurance hereunder plus such Deductible Amount, the **Insured** shall be entitled to all recoveries made after payment by the **Insurer** of loss covered by this policy (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the **Insurer**) by whomsoever made, less the actual costs of effecting such recoveries, until reimbursed for such excess loss; and any remainder, or, if there be no such excess loss, any such recoveries shall be applied first in reimbursement of the **Insurer** and thereafter in reimbursement of the **Insured** for that part of such loss within such Deductible Amount.

18. Subrogation

In the event of any payment under this policy, the **Insurer** shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after loss to prejudice such rights.

19. Acceptance of Policy

By acceptance of this policy, the **Insured** agrees that it embodies all agreements existing between the **Insured** and the **Insurer** or any of its agents relating to this insurance.

20. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the **Insurer** from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by an officer of the **Insurer**.

21. No Benefit to Bailee

(Applicable to Insuring Agreements 2 & 3)

The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

22. Assignment

Assignment of interest under this policy shall not bind the **Insurer** until its consent is endorsed hereon.



**This endorsement changes the policy.
Please read it carefully.**

Endorsement No. 1

Amendment to Definition of Employee

In consideration of the premium charged, it is understood and agreed that B. General Definitions i) **Employee** is amended to include the following:

1. Any elected officer of the **Insured** and any successor of such officer including officers, directors, non-compensated employees, and employees of the Condominium.
2. Any employee who performs the duties of building manager, caretaker, superintendent or janitor, his or her spouse and their children over 18 years of age who reside with such **Employee** provided, however, that:
 - a. Such employee, spouse and children shall be regarded collectively as one employee;
 - b. The provisions of the policy relating to fraudulent or dishonest acts of any employee shall likewise apply to such acts of his or her spouse and children or any of them;
 - c. Cancellation effected as to any such employee shall be simultaneously effective as to his or her spouse and children under the provisions of the policy and the discovery limitations of the policy.
3. Those employees of the property management firm performing work at various locations managed by the property management firm contracted by the **Insured** and for the locations stated within the policy.

All other terms, conditions, limitations and exclusions remain unchanged.

Insured:	AJG "Signature" Condominium Crime Policy (Individual Insured as per issued AJG "Signature" Certificate)
Effective Date:	per issued AJG "Signature" Certificate
Policy Number:	per issued AJG "Signature" Certificate
Date Issued:	per issued AJG "Signature" Certificate



**This endorsement changes the policy.
Please read it carefully.**

Endorsement No. 2

Corporate Deception Fraud

With regard to this Corporate Deception Fraud Endorsement, the provisions of the policy to which this endorsement is attached apply unless modified by this endorsement. In consideration of the premium charged, the following changes are made to the policy.

I. It is agreed the following insuring agreement is added to Section A. Insuring Agreements:

8. Corporate Deception Fraud

Loss resulting directly from the **Insured** having transferred, paid or delivered any **Money** or **Securities** as the direct result of **Corporate Deception Fraud** committed by a person purporting to be:

- a) a Vendor,
- b) a Client, or
- c) an Employee who was authorized by the **Insured** to instruct other **Employees** to transfer **Money** or **Securities**.

II. The Declarations page is amended to include the following:

Insuring Agreements	Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence
Corporation Deception Fraud	\$10,000	\$0

III. Section B. General Definitions is amended to include the following:

Client means any entity for whom the **Insured** performs services under a written contract.

Corporate Deception Fraud means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it to be genuine.

Vendor means any entity or natural person that has provided goods or services to an **Insured** under a legitimate preexisting arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.

Property means any tangible property other than **Money** or **Securities** that has intrinsic value.

IV. It is agreed Insuring Agreement A.6. II. is amended by adding the following at the end of this section.

The **Fraudulent Transfer Instruction** must be received by the financial institution directly from the perpetrator of the **Fraudulent Transfer Instruction** and not from any other person, intermediary or source.



V. It is agreed Section C. Exclusions of the policy is amended by adding the following:

(Applicable to Insuring Agreement 8 – **Corporate Deception Fraud**)

This **Corporate Deception Fraud** insuring agreement does not cover:

a. Loss or damage:

- 1) resulting from **Theft** by an **Employee**.
- 2) resulting from forgery or alteration of cheques, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **Money** that are:
 - (a) made or drawn by or drawn upon an **Insured**; or
 - (b) made or drawn by one acting as an **Insured's** agent;

or that are purported to have been so made or drawn.

b. Loss or damage resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the **Premises** or **Banking Premises**:

1. to a person (other than a **Messenger**) outside those **Premises**; or
2. to a place outside those **Premises**.

c. Loss or damage resulting directly from a **Fraudulent Transfer Instruction** directing a financial institution to transfer, pay or deliver funds from an **Insured's Transfer Account**.

d. Loss or damage resulting directly from an **Insured** having accepted in good faith, in exchange for merchandise, **Money** or services:

1. money orders issued by any post office, express company or bank that are not paid upon presentation; or
2. counterfeit **Money** that is acquired during the regular course of business.

e. Loss or damage resulting from any investments in **Securities** or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine.

f. Loss or damage resulting from the failure, malfunction, inadequacy, or illegitimacy of any product or service, including in the advertisement or labeling thereof.

g. Loss or damage resulting from the failure of any party to perform, in whole or in part, under a

contract. h. Loss or damage resulting from gambling, game of chance, lottery or similar games.

i. Loss or damage resulting from any party's use or acceptance of any credit card, debit card, or similar instrument, whether or not genuine.

j. Loss of or damage to any **Property**.

k. Loss or damage resulting directly or indirectly due to the extension of any loan, credit or similar promise to pay.

l. Loss or damage to **Money** or **Securities** while in the mail or in the custody of any **Messenger** or carrier for hire, including but not limited to any armored motor vehicle company.

m. Loss of or damage to **Money** or **Securities** resulting directly from disappearance or destruction while inside the **Premises** or **Banking Premises**

All other terms, conditions, limitations and exclusions remain unchanged.



Arthur J. Gallagher
INSURANCE & RISK MANAGEMENT

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**This endorsement changes the policy.
Please read it carefully.**

Endorsement No. 3

Property Management Endorsement - Crime

It is understood and agreed that any property management firm contracted by the **Insured** is hereby expressly added as an **Insured** of the Policy, however, this Policy shall only provide coverage arising from matters committed with the authority, or at the direction, of the **Insured**.

All other terms and conditions of the Policy remain unchanged.

Insured:	AJG Signature Condominium Crime Program (Individual Insured as per issued AJG "Signature" Certificate)
Effective Date:	per issued AJG "Signature" Certificate
Policy Number:	per issued AJG "Signature" Certificate
Date Issued:	per issued AJG "Signature" Certificate

AJG “SIGNATURE” PACKAGE

VOLUNTEER ACCIDENT SECTION

Group Accidental Death and Dismemberment Insurance Condominium Corporation Program

PAYMENT OF PREMIUM

Policyholder Name	AS PER AJG "SIGNATURE" DECLARATION PAGE
Policyholder Address	AS PER AJG "SIGNATURE" DECLARATION PAGE
Policy Number	AS PER AJG "SIGNATURE" DECLARATION PAGE
Policy Effective Date	AS PER AJG "SIGNATURE" DECLARATION PAGE
Policy Expiration Date	AS PER AJG "SIGNATURE" DECLARATION PAGE
Initial Policy Period	AS PER AJG "SIGNATURE" DECLARATION PAGE
Premium Frequency	Annually
Policy Renewal Date	AS PER AJG "SIGNATURE" DECLARATION PAGE
Overall Principal Sum	AS PER AJG "SIGNATURE" DECLARATION PAGE
Weekly Accident Indemnity Benefit	\$350/week, Maximum 52 weeks, <i>Waiting period 0 day</i>
Accidental Paramedical Services Benefit	\$5,000
Accidental Dental Benefit	\$5,000
Coverage Type	Volunteer coverage - while participating in an event or activity for the benefit of the <i>policyholder</i> which takes place at the direction and with the approval of the <i>policyholder</i> for which the <i>insured person</i> is not receiving compensation.
Aggregate Limit Per Accident	\$1,000,000 any one <i>accident</i>
Termination Age	80 years
Annual Premium First Policy Term	AS PER AJG "SIGNATURE" DECLARATION PAGE
War Risk Coverage	Excluded
Policy Changes	AS PER AJG "SIGNATURE" DECLARATION PAGE

CLASS OF INSURED PERSONS	ESTIMATED NUMBER OF INSURED PERSONS	PRINCIPAL SUM	RATE	TYPE OF COVERAGE
A – All Board Members, Unit Owners and Volunteers, under age 80 of a participating Condominium Corporation of the <i>Policyholder</i> whose name is on file with the <i>insurer</i> .	25	AS PER AJG "SIGNATURE" DECLARATION PAGE	AS PER AJG "SIGNATURE" DECLARATION PAGE	<i>Volunteer coverage</i>

All dates become effective at 12:01 a.m. Standard Time, at the address of the *policyholder*.

Premium Due Date:

Policy effective date and renewal dates.

The *insurer*, in consideration of the payment of premium as herein provided and the statements made in the Master Application for this policy, hereby contracts with the *policyholder* and agrees to provide the benefits specified herein in accordance with the provisions of this policy.

The insurance under this policy is designed to cover *losses* arising from sudden and unforeseeable circumstances occurring while an *insured person* is covered under this policy.

This is a non-participating policy and as such, the *policyholder*, or the *insured person* shall not take part in the distribution of the *insurer's* surplus.

Any notice to the *insurer* may be validly given to the undersigned. In witness whereof this policy has been signed, as authorized by the *insurer*, Berkley Canada (a Berkley Company).

Per:

A handwritten signature in black ink, appearing to read "Andrew Steen". The signature is written in a cursive, somewhat stylized font.

President
Berkley Canada

The *policyholder* is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the *insurer*.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

INDIVIDUAL COVERAGE — ELIGIBILITY

Individual Coverage

To be eligible for coverage under this policy as an *insured person*, a person must meet the following eligibility requirements:

1. meet the requirements of one of the class of *insured person*; and
2. be younger than the *termination age*; and
3. be a member in good standing of the *policyholder*.

INDIVIDUAL COVERAGE — EFFECTIVE DATE

Coverage will become effective on the later of the date:

1. this policy becomes effective; or
2. the individual becomes an *insured person* with the *policyholder* and eligible for coverage under this policy.

INDIVIDUAL COVERAGE — TERMINATION DATE

Coverage will terminate immediately upon the earliest of the date:

1. the individual no longer satisfies the definition of *insured person*; or
2. the individual no longer belongs to a class of *insured person* specified in the Policy Schedule; or
3. the premium is due but not paid, except where this is the result of a clerical error; or
4. this policy is terminated.

PRIMARY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The *insurer* will pay up to the percentage of the *principal sum* indicated for a *loss* specified in the *table of losses* below if an *insured person* suffers an *injury* as the result of an *accident* which occurred during the coverage period.

The *loss* must:

- a) occur within 365 days of the *accident* causing such *loss*; and
- b) be the direct and sole result of the *accident*; and
- c) be independent of all other causes.

If more than one *loss* is suffered as the result of any *accident*, only one benefit shall be payable, the largest.

TABLE OF LOSSES

Percentage of *principal sum*

Loss of life	100%
Loss of both arms or both legs	100%
Loss of both hands or both feet.....	100%
Loss of the entire sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and the entire sight of one eye	100%
Loss of one foot and the entire sight of one eye	100%
Loss of one arm or one leg	80%
Loss of one hand or one foot.....	75%
Loss of the entire sight of one eye	75%
Loss of thumb and index finger of the same hand	33 1/3%
Loss of speech and hearing in both ears	100%
Loss of speech or hearing in both ears	75%
Loss of hearing in one ear.....	66 2/3%
Loss of four fingers of one hand	66 2/3%
Loss of all toes of one foot.....	25%
Loss of use	
Loss of use of both arms, or both hands or both feet	100%
Loss of use of one hand or one foot	75%
Loss of use of one arm or one leg.....	80%

Paralysis

Quadriplegia (total paralysis of both upper and lower limbs).....	200%
Paraplegia (total paralysis of both lower limbs).....	200%
Hemiplegia (total paralysis of upper and lower limbs of one side of the body).....	200%

DISAPPEARANCE

If the body of an *insured person* has not been found within one year of the forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then, for the purposes of this contract such *insured person* shall, in the absence of any evidence to the contrary, be deemed to have suffered *loss of life*.

LIMITATIONS

The maximum amount payable per *insured person* under this contract for *losses* sustained by any one *insured person* as the result of any one *accident* is the *principal sum*, except where the *loss* is *quadriplegia*, *paraplegia* or *hemiplegia*, in which case the maximum amount payable per *insured person* is the amount indicated for such *loss* in the *table of losses*. This limitation does not apply to the additional benefits set out in this policy which are subject to their own specific limits.

ADDITIONAL BENEFITS

The *insurer* will pay the following additional benefits up to the maximum amount specified for each benefit, if an *insured person* suffers an *injury* during the coverage period, subject to the specific conditions applicable to each of the additional benefits and all policy limitations, exclusions and provisions.

1. **Accidental Para-Medical Expenses Benefit:** If an *insured person* suffers an *injury* within 30 days of an *accident*, the *insurer* will reimburse the reasonable and necessary expenses up to an aggregate maximum of \$5,000 for:
 - a) Private duty nursing by a licenced graduate nurse up to \$50 per hour to a maximum of \$5,000 per *accident*.
 - b) Ambulance service to the nearest approved *hospital* equipped to provide the required treatment to a maximum of \$5,000 per *accident*.
 - c) Additional fees charged by a *hospital* for semi-private *hospital* room up to \$5,000 per *accident*.
 - d) Fees for rental of wheelchair, iron lung or other durable equipment, not to exceed the purchase price.
 - e) Fees for a licenced physiotherapist up to \$300 per *accident*.
 - f) Cost of prescription drugs to a maximum of 30 day supply (except in the province of Quebec).
 - g) Expenses for hearing aids, crutches, splints, casts, trusses and braces but excluding their replacement.
 - h) Fees for a licenced chiropractor up to \$300 per *accident*.To be eligible for reimbursement:
 - a) The *insured person* must be covered under a Canadian federal, provincial or territorial government health insurance plan.
 - b) The expenses must be incurred in Canada, within 52 weeks of the *accident* and recommended by a qualified *physician*.
 - c) Original receipts must be provided to the *insurer*.This benefit is in excess of any other insurance, including but not limited to automobile insurance and any federal or provincial *hospital*, medical or drug plan.
2. **Accidental Dental Expenses Benefit:** If an *insured person* suffers damage to whole and sound teeth, within 30 days of the *accident* causing the damage, the *insurer* will reimburse the reasonable and necessary expenses for treatment in Canada by a legally qualified dentist or oral surgeon up to the amount allowed by the schedule of fees published by the medical/dental association of the province or territory in which the *insured person* receives the treatment up to an aggregate maximum of \$5,000 per *accident*.
To be eligible for reimbursement:
 - a) The expenses must be incurred in Canada, within 52 weeks of the *accident* and incurred for therapeutic and not elective or aesthetic treatment.
 - b) Original receipts must be provided to the *insurer*.This benefit is in excess of any other insurance, including, but not limited to automobile insurance and any federal or provincial *hospital*, medical or drug plan.

3. **In-Hospital Benefit:** If an *insured person* is hospitalized as an in-patient for a minimum of 18 hours as a result of an *accident*, the *insurer* will pay \$50 per day to a maximum of \$1,500 for a maximum of 30 days.

Successive periods of hospitalization resulting from the same *accident* are considered one period of hospitalization if separated by a period of less than 3 months.

This benefit is offered only to *insured persons* not covered by a weekly accident indemnity benefit.

4. **Rehabilitation Benefit:** If an *insured person* suffers a *loss* for which a benefit is paid or payable under the *table of losses*, and as a result of such *loss* the *insured person* requires training in order to qualify for an occupation in which he/she would not have been engaged except for having suffered such *loss*, the *insurer* will reimburse actual expenses incurred for occupational training, not including the cost of transportation, clothing or room and board, to a maximum of \$10,000 per *accident*. Such training must begin within 12 months of the *injury* and all expenses must be incurred within 3 years of the *accident* causing the *loss*.

5. **Repatriation of Remains Benefit:** If an *insured person* dies as the direct result of an *accident* for which benefit is paid or payable under the *table of losses*, occurring more than 100 kilometres from his/her permanent place of residence, the *insurer* will pay up to a maximum of \$10,000 toward the actual cost incurred for the preparation of remains for burial or cremation and transportation (including a standard shipping container) to his/her permanent place of residence in Canada.

6. **Weekly Accident Indemnity for Total Disability Benefit:**

If an *insured person* who is gainfully employed on a full-time basis and is under the age of 65 suffers an *injury* as the result of an *accident* causing *total disability*, the *insurer* will pay a

weekly *accident* indemnity benefit during the period of continuous *total disability* as follows:

Benefit Amount:

- a) \$350 per week maximum.

Benefit Period:

- b) No more than 52 weeks for any one period of continuous *total disability*.

Waiting Period:

- c) 0 days from the date the *insured person* has been determined by a *physician* to be unable to perform the regular duties of his/her employment with the *policyholder/employer*.

All Source Maximum:

- d) 85% of Pre-disability *regular net income*.

Subject to the following conditions:

- i. The period of *total disability* must commence within 30 days of the *accident* causing the *injury*.
- ii. The benefit is payable only if the *insured person* remains continuously totally disabled during any period of *total disability* and under the care of a *physician*.
- iii. Benefits shall be payable commencing on the first day after the end of the *waiting period*.
- iv. No benefits shall be payable under the Weekly Accident Indemnity for any loss for which benefit is paid or payable under the *table of losses*.

Total disability resulting from the same *accident* or from related *accidents* shall be considered one period of *total disability* unless the *insured person* returns to work on a continuous and full-time basis for a period of at least 6 months. Successive periods of *total disability* resulting from different and unrelated causes shall also be considered as a single period of disability unless the *insured person* has totally recovered from the first disability at the beginning of the second disability and has actively returned to work on a full-time basis at full salary for at least one entire day.

BENEFICIARY DESIGNATION

Beneficiary Designation

The amount payable for the death of an insured *person* is payable to the estate of the *insured person*.

All other benefits are payable to the *insured person*.

EXCLUSIONS

This contract does not cover any *loss* or claim resulting in whole or in part, directly or indirectly, contributed to or by any of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> a) Sickness, disease, or bodily infirmity. b) Sustained while the <i>insured person</i> is undergoing medical or surgical treatment for sickness, disease, or bodily or mental infirmity. c) Stroke or cerebrovascular <i>accident</i> or event, cardiovascular <i>accident</i> or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm. d) Infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes. e) Mental incapacity whether the <i>loss</i> or claim results directly or indirectly from any mental incapacity. f) Any <i>loss</i>, death or <i>injury</i> which was contributed to by the <i>insured person's</i> misuse or chronic abuse of alcohol. g) Any <i>loss</i>, death or <i>injury</i> which occurred while the <i>insured person</i> was operating any <i>vehicle</i> or means of transportation or conveyance while his/her blood alcohol level was over the level permitted by law in the jurisdiction where the incident happens. h) Any <i>loss</i>, death or <i>injury</i> which occurred while the <i>insured person</i> is under the influence of a drug or substance, unless taken pursuant to the advice of and in strict accordance with the instructions of a <i>physician</i>. i) Committing or attempting to commit an illegal act or a criminal act by an <i>insured person</i>. j) An <i>insured person's</i> suicide or any attempted suicide. k) Self-inflicted <i>injury</i> or attempted self-inflicted <i>injury</i> by the <i>insured person</i>. l) Rock or <i>mountain climbing</i>, hang gliding, parachuting, bungee jumping, or skydiving; | <ul style="list-style-type: none"> participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which the <i>insured person</i> is remunerated); scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres). m) Death or <i>injury</i> sustained while operating, learning to operate or instructing others to perform in any aircraft as pilot or crew. n) Death or <i>injury</i> sustained while riding as a passenger in any aircraft not intended or licenced for the transportation of passengers. o) Death or <i>injury</i> sustained while riding as a passenger in an <i>owned aircraft</i> or <i>leased aircraft</i> operated by the <i>policyholder</i>. p) War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power. q) An <i>insured person's</i> unlawful visit in any country. r) An act, attempted act or omission taken or made by the <i>insured person</i>, or an act, attempted act or omission taken or made with the <i>insured person's</i> consent, for the purposes of interrupting the blood flow to the <i>insured person's</i> brain or to cause asphyxiation to the <i>insured person</i> whether with intent to cause harm or not. s) Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority. t) Any services or supplies provided by an <i>insured person</i> or an <i>immediate family member</i> of the <i>insured person</i> or an individual who reside in the <i>insured person's</i> home. u) Natural causes. v) any <i>loss</i> which does not occur while the <i>insured person</i> is acting as a volunteer for the <i>policyholder</i>. |
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DEFINITIONS

Certain italicized terms used in this policy are defined in this section while other italicized terms refer to terms defined or identified in the Master Application for insurance.

Accident means a sudden, unforeseen, unexpected and unintentional event exclusively attributable to an external cause resulting in bodily *injury* during the coverage period.

Employer means the company for which employs the *insured persons* from which the *insured person* receives compensation for services.

Hospital means an institution which is designated as a *hospital* by law; which is continuously staffed by one or more *physicians* available at all times; which

continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a sickness and/or *injury* in the acute phase, or active treatment of a chronic condition; which has facilities for diagnosis, major surgery and in-patient care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities whether separate from or part of a regular general *hospital*, or a facility operated mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre or health spa.

Injury means unexpected and unforeseen harm to the body that is caused by an *accident* which is external to the body, sustained by an *insured person* during the coverage period.

Insured, Insured Person means an eligible Board Member, Unit Owner or Volunteer of a participating Condominium Corporation of the *policyholder*, who belongs to a class of *insured person*, whose name is on file with the *policyholder* as being covered under this policy and for whom the *policyholder* has paid the required premium.

Insurer means Berkley Canada (a Berkley Company) which provides this insurance.

Leased Aircraft means an aircraft owned by a person other than the *insured person's employer* that is used by the *policyholder* or such *employer* under the terms of a fixed agreement, the term of which is longer than one week or more than one or two trips but which can vary widely and can be short or long term; exclusive or shared.

Loss, means with reference to:

- a) **"Quadriplegia"**, **"Paraplegia"**, and **"Hemiplegia"** the complete and irrecoverable paralysis of such limbs;
- b) **"Hand"** or **"Foot"** the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- c) **"Arm"** or **"Leg"** the complete severance through or above the elbow or knee joint;
- d) **"Thumb and Index Finger"** the complete severance through or above the 1st phalange;
- e) **"Fingers"** the complete severance through or above the 1st phalange of all 4 *fingers* of one *hand*;
- f) **"Toes"** the complete severance of both phalanges of all the *toes* of one *foot*;
- g) **"The Entire Sight of One Eye"** the total and irrecoverable *loss* of sight in one eye such that corrected visual acuity must be 20/200 or less in such eye. A *physician* certified in ophthalmology must confirm the diagnosis in writing;

- h) **"The Entire Sight of Both Eyes"** the total and irrecoverable *loss* of sight in both eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than 20 degrees in both eyes. A *physician* certified in ophthalmology must confirm the diagnosis in writing;
- i) **"Hearing in One Ear"** the total and irrecoverable *loss* of *hearing in one ear*, with an auditory threshold of more than 90 decibels. A *physician* certified in otolaryngology must confirm the diagnosis in writing;
- j) **"Hearing"** the total and irrecoverable *loss* of hearing in both ears, with an auditory threshold of more than 90 decibels in each ear. A *physician* certified in otolaryngology must confirm the diagnosis in writing;
- k) **"Speech"** the total and irrecoverable *loss* of the ability to utter intelligible sounds; and
- l) **"Loss of Use"** the total and irrecoverable *loss of use* of any limb, provided the *loss of use* is continuous for 12 consecutive months and is determined to be permanent.

Loss may also include accidental *loss* of life.

Mountain Climbing means the ascent or descent of a mountain requiring the use of specified equipment including crampons, pick axes, anchors, bolts, carabiners and lead-rope or top rope anchoring equipment.

Owned Aircraft means an aircraft to which the *policyholder* or the *employer* (or a related company, subsidiary, affiliate, parent company, principal, officer or *insured person* or family member of an officer or *insured person* of the *policyholder*, the *employer* or such entity) holds legal or equitable title such that the *policyholder*, *employer* or such entity can use, alter or sell the aircraft as they wish.

Physician means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices.

Policyholder means the participating Condominium Corporation to which this policy is issued and for whom premium has been paid.

Principal Sum means that amount specified in the Policy Schedule as the *principal sum* for the class of *insured persons* to which an *insured person* belongs.

Table of Losses means the table set out in the Primary Benefits of this policy.

Termination Age means the age at which coverage terminates.

Total Disability or Totally Disabled means a state of incapacity of the *insured person* resulting from an *injury* and which prevents the *insured person* from

performing, in any setting, each and every duty of the occupation he/she held with the *policyholder/employer* immediately before the date of the *accident*.

Volunteer Coverage means a loss suffered by the *insured person* while participating in an event or activity for the benefit of the *policyholder* which takes place at the direction and with the approval of

the *policyholder* for which the *insured person* is not receiving compensation.

Waiting Period means the number of days the *insured person* must be determined by a *physician* to be unable to perform the regular duties of his/her employment with the *policyholder/employer* to qualify for weekly *accident* benefits.

GENERAL PROVISIONS AND LIMITATIONS

ADMINISTRATION

The *policyholder* will furnish the *insurer* such information as the *insurer* may require for the purpose of calculating premiums and administering this policy. The *insurer* will be entitled to assume that such information received by the *policyholder* is accurate and complete and no liability will be incurred by the *insurer* as a result of any error in such information furnished by the *policyholder* or as a result of failure to give such information.

The *policyholder* will permit the *insurer* to inspect all pertinent records of the *policyholder* to which the *insurer* will require access as often as the *insurer* may reasonably require, including but not limited to, the invoices or billing statements, salary records and other files which pertain to and which would allow the *insurer* to verify individual eligibility, the *insured person's principal sum*, the amount of any benefit payable hereunder and the premium to be paid.

The *policyholder* will also provide an accurate list of the names, home and work addresses of *insured persons* and the names of any *insured person* who have left the employment of the *employer* and the date of their departure, as required.

Furthermore, the *policyholder* will allow the *insurer* to examine the *policyholder's* books and records, to the extent that they relate to the insurance provided under this policy, at any reasonable time and from time to time until 2 years after the expiration of this policy or until the final adjustment and settlement of all claims hereunder, whichever is the later.

AGGREGATE LIMIT PER ACCIDENT

The maximum amount payable by the *insurer* under this contract for 2 or more *insured persons* who suffer an *injury* in any one *accident* is the amount which is the aggregate limit per *accident* set out in the Policy Schedule.

If the total of the benefits which would be paid by the *insurer* would exceed the aggregate limit per *accident*, the *insurer* shall not be liable to any one *insured person* for any amount in excess of the aggregate limit per *accident*. Each injured *insured person's* benefits shall be a portion of the benefits to which they otherwise would have been entitled hereunder. That portion shall be the proportion of what the *insurer* would have paid hereunder to the *insured person* relative to what the *insurer* would

have paid hereunder to all *insured persons* who suffered an *injury* in such *accident* but for the aggregate limit per *accident*.

APPLICABLE LAW

The relationship between the *insurer* and the *policyholder* shall be governed by and interpreted in accordance with the laws of the province of Ontario. The relationship between the *insurer* and the *insured person* is governed by the law of the Canadian province or territory of residence of the *insured person*. Any legal proceeding by the *insured person*, his/her heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured person*.

ARBITRATION

Notwithstanding any clause in this policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the *insured person*. The parties agree that any action will be referred to arbitration.

CLERICAL ERROR

Clerical error on the part of the *insurer* or the *policyholder* in the keeping of records or in the furnishing of information will not void any person's insurance otherwise actively in force, provided the proper premiums are paid, nor continue any person's insurance otherwise validly terminated under the terms of this policy. An error in calculating any premium will be considered as a clerical error for the purposes of this policy.

CONFORMITY WITH LAW

Any provision of this policy which is in conflict with any law to which this policy is subject is hereby deemed to be amended to conform thereto.

CONTRACT AND CHANGES TO CONTRACT

This policy together with the Master Application of the *policyholder*, endorsements and attached papers, if any, constitutes the entire contract between the *insurer* and the *policyholder*. All statements made by the *policyholder* or any *insured person* will be deemed, in the absence of fraud, to be representations and not warranties.

No changes to this policy will be valid unless evidenced by an endorsement duly signed by an authorized officer of Berkley Canada and accepted by the *policyholder* as evidenced by the payment of premiums for periods beginning on and after the effective date of such change.

No change to this policy or renewal or termination thereof will require the consent of, or notice to, any *insured person* or beneficiary or any person other than the *policyholder*.

CURRENCY

All sums payable under this policy are in Canadian currency unless otherwise indicated. This insurance will not pay interest.

DATE OF MONTHLY PREMIUM REMITTANCE

Premium for each person covered under this policy is due and payable by the *policyholder* in arrears on the 15th day of each month (the premium due date). No prorated premium is due to the *insurer* for the period from the effective date of an *insured person's* coverage under this policy until the first following premium due date, if such effective date is other than the premium due date. The *insurer* will refund no prorated premium to the *policyholder* if an *insured person* ceases to be insured under this policy on a date other than the premium due date.

DATE OF ANNUAL PREMIUM REMITTANCE

Premium for each person covered under this policy is due and payable to the *insurer* on or before the 60th day after the policy effective date or of any premium due date.

EVIDENCE OF AGE

The *insurer* reserves the right to request proof of age of any *insured person*.

EXAMINATION OF THE POLICY

This policy, including any endorsements, will be kept at the office of the *policyholder*. The *insured person* and any claimant may consult or request a copy of this policy (other than confidential commercial information or other information exempted from disclosure by applicable law), during the regular business hours of the *policyholder*.

GRACE PERIOD

A grace period of 31 days commencing with the first day following the due date of any premium will be allowed for the payment of such premium other than the initial premium during which time this policy will remain in effect unless otherwise terminated in accordance with the policy termination provision of this policy.

If a premium or any portion thereof as required under the terms of this policy remains unpaid at the end of the grace period, this policy shall terminate automatically. The *policyholder* must nonetheless pay any premium which is then due and unpaid.

If the *policyholder* notifies the *insurer* in writing during the grace period that this policy is to be

terminated prior to the expiry of such grace period, the *policyholder* must pay the *insurer* a premium proportionate to the period the policy was in force between the last premium due date and the date of termination of the policy.

INCONTESTABILITY

If the *policyholder* fails to disclose or misrepresents a material fact in any statements made by the *policyholder* in the Master Application for this policy, this policy may be declared void at the option of the *insurer*.

LIMITATION OF ACTIONS

Every action or proceeding against an *insurer* for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or any other applicable legislation.

MISREPRESENTATION AND NON-DISCLOSURE

The entire coverage under this policy shall be voidable if the *insurer* determines, whether before or after *loss*, that the *policyholder* or the *insured person* has concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or his/her interest therein, or if the *policyholder* or the *insured person* refuses to disclose information or to permit the use of such information, pertaining to any of the *insured persons* under this policy. Consequently and following a *loss*, no claim shall be payable by the *insurer*.

NON WAIVER

Failure by the *insurer* to insist upon compliance with any provisions of this policy will not operate so as to waive or modify such provision or render unenforceable such provision as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same, nor will such failure in any way modify any other provisions of this policy.

OVERPAYMENT OF BENEFITS

Nothing in this policy will prevent the *insurer* from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

PAYMENT OF PREMIUMS

The *policyholder* will pay to the *insurer* premiums plus any applicable taxes. Such premiums will be determined as the aggregate of the amounts payable in respect of all *insured persons* for all benefits provided hereunder in accordance with the premium rates as determined by the *insurer*.

The initial premium rates will be in effect until the first policy renewal date. The *insurer* reserves the right to adjust the premium rates then in effect, such adjustment being made on the first day of the month coincident with or following the effective date of such change. The *insurer* will give the

policyholder 31 days' written notice of the new premium rates.

Notwithstanding the above, if a change in the terms or conditions of this policy occurs, the *insurer* reserves the right to adjust the premium rates then in effect, such adjustment being made on the first day of the month coincident with or following the effective date of such change. The *insurer* also reserves the right to adjust premium rates due to the number of *insured persons* falling below 75% of the initial enrolment figure or to the introduction, revision or repeal of a government law or regulation or practice that results in a change in the benefits and/or a change in any coverage payable under this policy or the taxes payable to a government authority by giving written notice to the *policyholder* at least 31 days prior to the effective date of such adjustment.

POLICY TERMINATION

a) *Policyholder*:

The *policyholder* may terminate this policy on any date provided notice of intention to terminate is given in writing by the *policyholder* to the *insurer* at least 31 days prior to such date.

When this policy terminates, the *policyholder* will pay to the *insurer* all premiums due for any period of time during which this policy was in force including the grace period.

In the event that this contract is terminated by the *policyholder*, the *insurer* shall refund the amount of premium, if any, paid in excess of the short rate premium for the time this contract was in effect, according to the short rate table in use by the *insurer* at the time of termination.

b) *Insurer*:

The *insurer* may terminate this policy, or any of its benefit provisions, on any policy renewal date by mailing written notice of termination to the *policyholder* at least 31 days prior to such policy renewal date.

Notwithstanding (a) and (b) above, if any premium remains unpaid at the end of the grace period allowed for its payment, this policy shall

terminate automatically. The *policyholder* must nonetheless pay any premium which is then due and unpaid. A pro rata premium shall be paid by the *policyholder* for any fraction of a month for which this contract is in effect.

PROTECTION OF PRIVACY

The *insurer* places great importance on the protection of privacy. Personal information will be collected, used and disclosed only for the purpose of providing the requested insurance services. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the *insurer* may collect personal information held by a third party. This information may be released to employees of the *insurer* for claims analysis.

In no case will the *insurer* release this information to any person or organization that is not clearly entitled to it without first seeking the *insured person's* consent. For details of our privacy policy please see: www.berkleycanada.com/privacy.

RENEWAL OF POLICY

This policy may be renewed for further consecutive periods by payment of premium as herein provided, subject to the *insurer's* right to decline renewal of this policy on any policy renewal date.

OBLIGATION OF THE POLICYHOLDER TO ENSURE ACCURACY AND CONSISTENCY WITH COLLECTIVE AGREEMENT

The *policyholder* shall ensure that any collective agreement is consistent with and does not afford any lesser benefits or rights to any person than is provided hereunder.

COLLECTIVE AGREEMENT AND THIS CONTRACT

This contract shall take precedence in the event of an inconsistency between this contract and any collective agreement which applies to the *insured person* and to which the *policyholder* or the *employer* is a party.

NOT IN LIEU OF WORKER'S COMP

This contract is not in lieu of and does not affect any requirement for coverage under Worker's Comp legislation or similar law.

STATUTORY CONDITIONS (GENERAL CONDITIONS IN QUEBEC)

Notwithstanding any other provision herein contained, this contract is subject to the Statutory Conditions in the Insurance Act respecting contracts of *accident* insurance.

THE CONTRACT

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract and no agent has authority to change the contract or waive any of its provisions.

WAIVER

The *insurer* is deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing and signed by the *insurer*.

COPY OF APPLICATION

The *insurer* must, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

MATERIAL FACTS

No statement made by the *insured* or a person insured at the time of application for the contract shall be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

NOTICE AND PROOF OF CLAIM

The *insured* or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

- a) give written notice of claim to the *insurer*,
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the *insurer* in the province, or
 - ii. by delivery thereof to an authorized agent of the *insurer* in the province,not later than 30 days from the date a claim arises under the contract on account of an *accident*, sickness or disability;
- b) within 90 days after the date a claim arises under the contract on account of an *accident* or sickness, furnish to the *insurer* such proof as is reasonably possible in the circumstances of:
 - i. the happening of the *accident* or the start of the sickness,
 - ii. the *loss* caused by the *accident* or sickness,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age; and
- c) if so required by the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident*, sickness or disability for which claim may be made under the contract and as to the duration of such sickness or disability.

FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if:

- a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year after the date of the *accident* or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition; or
- b) in the case of death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than 1 year from the date a court makes the declaration.

INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

The *insurer* shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his/her proof of claim in the form of a written statement of the cause or nature of the *accident*, sickness or disability giving rise to the claim and of the extent of the *loss*.

RIGHTS OF EXAMINATION

As a condition precedent to recovery of insurance money under the contract,

- a) the claimant must give the *insurer* an opportunity to examine the *insured person* when and as often as reasonably required while the claim is pending, and
- b) in the case of death of the *insured person* the *insurer* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

WHEN MONEYS PAYABLE

All money payable under this contract shall be paid by the *insurer* within 60 days after it has received proof of claim.

CLAIMS

CLAIMS PROCEDURES

Claims must be submitted within 30 days of the date of the *accident* causing *injury*. The *insured person* is responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, the *insured person* must:

- a) complete and submit a claim form for each new *accident* or *injury*;
- b) provide written proof of claim within 90 days of the date of the *accident* or *injury* covered under this policy;

- c) an accident report must be provided and signed by an authorized representative of the *policyholder*;
- d) provide additional information pertinent to the *insured person's* claim, as may be required by the *insurer* after receipt of the claim; and
- e) if so required by the *insurer*, furnish a certificate as to the cause and nature of the *accident*, *injury*, for which the claim is made and as to the duration of the *injury*, disability or *loss* from a legally qualified *physician*.

RIGHTS OF EXAMINATION

As a condition precedent to recovery of insurance money under the contract,

- a) the claimant must give the *insurer* an opportunity to examine the *insured person* when and as often as reasonably required while the claim is pending; and
- b) in the case of death of the *insured person* the *insurer* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

ACCIDENTAL DEATH & DISMEMBERMENT

If an *insured person*, or someone on his/her behalf, is submitting a claim the following documents are required:

- a) police report, as applicable; and
- b) medical records; and
- c) original or certified death certificate; and
- d) coroner and/or autopsy report.

PAYMENT OF CLAIMS

The benefit for *loss* of life will be payable in accordance with the Beneficiary Designation Section.

Unless otherwise specified herein:

- a) any accrued other benefits payable but unpaid at the *insured person's* death will be *paid* to the *insured person's* beneficiary or estate; and
- b) the *insurer* will reimburse the person who has incurred the actual expenses.

All pertinent documents should be sent to the *insurer*.

IDENTIFICATION OF INSURER

Underwritten by:

Berkley Canada (a Berkley Company)
145 King Street West
Suite 1000
Toronto, Ontario M5H 1J8



AJG “SIGNATURE” PACKAGE

LEGAL EXPENSE SECTION

LLOYD'S

LEGAL EXPENSES INSURANCE

Effected with certain Lloyd's Underwriters ["the insurer"] through
Lloyd's Approved Coverholder ("the Coverholder"):

Arthur J. Gallagher Canada Limited.

101 – 4430 West Saanich Road

Victoria, BC V8Z 3E9

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE
AMOUNT PAYABLE.**

DECLARATIONS

POLICY NO: AS PER AJG "SIGNATURE" DECLARATION PAGE

INSURED NAME: AS PER AJG "SIGNATURE" DECLARATION PAGE

INSURED ADDRESS: AS PER AJG "SIGNATURE" DECLARATION PAGE

PERIOD OF INSURANCE:

from: AS PER AJG "SIGNATURE" DECLARATION PAGE

to: AS PER AJG "SIGNATURE" DECLARATION PAGE

(both days at 12:01 a.m. Standard Time at the Address of the Insured).

COVERAGE TYPE: Strata Legal Expenses (Claims Made Basis) – Enhanced Coverage

PREMIUM: AS PER AJG "SIGNATURE" DECLARATION PAGE

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:

	Excess (Deductible)	Coinsurance %	Limit of Insurance
Civil Defence – Any One Claim	nil	nil	CAD 200,000
Criminal Defence – Any One Claim	nil	nil	CAD 200,000
Personal Injury– Any One Claim	nil	nil	CAD 200,000
Property Disputes – Any One Claim	nil	nil	CAD 200,000
Defence of Disputes with Owners – Any One Claim	nil	nil	CAD 200,000
Debt Recovery – Any One Claim	nil	nil	CAD 200,000
Contract Disputes – Any One Claim	nil	nil	CAD 200,000
Tax Disputes – Any One Claim	nil	nil	CAD 200,000
Aggregate Limit: For all claims notified to the Underwriting Manager during the Policy Period.			CAD 1,000,000

RETROACTIVE DATE: The date on which the insured first bought, and since which date has continuously held, legal expenses insurance.

TERRITORIAL LIMIT: Canada

FEE LIMIT: CAD 350 per hour (Canadian Dollars)

CURRENCY: All Limits, Excess/Deductibles, and Premiums are shown in Canadian Dollars (CAD).

ATTACHMENTS:

- NMA1331 Cancellation Clause
- LSW1550 Identification of Insurer
- NMA 2340 Land, Water and Air Exclusion
- LMA 5028A Service of Suit Clause (Action against Insurer)
- NMA 2918A War & Terrorism Exclusion
- NMA 1191 Radioactive Contamination Exclusion Clause
- LMA 5401 Property Cyber and Data Exclusion
- LMA 5018 Microorganism Exclusion (Absolute)
- LSW 1192A Statutory Conditions (Fire)
- NMA 1978 Nuclear Incident Exclusion Clause
- NMA 2802 Electronic Data Recognition Exclusion
- LSW 1542 Lloyds Policyholder Complaint Protocol
- LSW 1543 Notice Concerning Personal Information
- LMA 5190 Canada Subscription Policy

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

LSW 1565C Code of Consumer Rights and Responsibilities
LSW 1814 Statutory Conditions (Alberta)
LSW 1815 Statutory Conditions (British Columbia)
LSW 1851 Statutory Conditions (Manitoba)
LMA 3100 Sanction Limitation and Exclusion Clause
LSW1001 Several Liability Notice
Cyber Risks Exclusion LMA5484 (amended)
NMA2962 Biological or Chemical Materials Exclusion
LMA5393 Communicable Disease Endorsement
Commercial Legal Expense Insurance Wording

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B1262BW0540724** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by **Arthur J. Gallagher Canada Limited**.

Per **AS PER AJG "SIGNATURE" DECLARATION PAGE**

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

LSW1548C

01 October 2020

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Telephone Legal Advisory Service

The Insurer will provide the Insured access to a legal information helpline through which the Insured can receive confidential general legal information over the phone and email relating to any to available coverage under the legal defence policy. The purpose of this legal information helpline is to provide the insured with access to legal input to help determine their legal rights and options under the laws of the applicable province and the federal laws of Canada [with the exception of Quebec].

The advice lawyer cannot provide case specific research or review documents.

The Insurer will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, the Insurer will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service call 1-800-804-9127 or email scor@dolden.com.

The Insurer will not accept responsibility if the advice service is unavailable for reasons outside of their control or the control of the insurer's legal counsel.

How to make a Claim

As soon as the Insured is aware of any situation that might result in a claim they must report it immediately at legalexpanse@ipgclaims.com. If the matter is an emergency then the Insured may report it by telephone at 416-933-3305.

The Insured will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which the Insured incurs prior to consent being given by the Underwriting Manager will not be covered. Such consent will be given when it is determined that there are reasonable prospects of a successful defence or mitigation of loss or that there are reasonable prospects of recovery of damages or other remedy.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

LIST OF SUBSRIBING COMPANIES

THE INSURERS	Coverage(s) Insured	Percentage(s)
Lloyds Underwriters, under Section C of Agreement No. B1262BW00540724 (Slip Leader of Section C only, CHN 2015)	Legal Expenses Insurance	100%

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

**U.S.A. AND CANADA
CANCELLATION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater .

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

20/4/61

N.M.A. 1331

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE



**IDENTIFICATION OF INSURER / ACTION AGAINST
INSURER**

Lloyd's Approved Coverholder ("the Coverholder"):
Arthur J. Gallagher Canada Limited.
101 – 4430 West Saanich Road
Victoria, BC V8Z 3E9

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

05/07
LSW1550

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

U.S.A & CANADA

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

1) In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as 'Damage or Destruction'), this Policy also insures, within the sum insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;

(a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and

(b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.

2) In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):

(a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of U.S. \$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and

(b) the amount of such costs or expenses as limited in (a) above shall be added to:

(i) the amount of the Damage or Destruction; and

(ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

N.M.A. 2340 (24/11/88) Form approved by Lloyd's Underwriters' Non-Marine Association.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

SERVICE OF SUIT CLAUSE (CANADA) (Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

LMA5028A 01/10/2020

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

TERRORISM ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance extends to include loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) Terrorism.

For the purposes of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

All other terms and conditions of this policy remain unchanged.

NMA2918-W

06/27/2019

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-
PHYSICAL DAMAGE-DIRECT

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused *NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provision of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

* Note-If Fire is not an insured peril under this policy the words from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

N.M.A. 1191

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

PROPERTY CYBER AND DATA EXCLUSION

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

MICROORGANISM EXCLUSION (ABSOLUTE)

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

14/09/2005

LMA5018

Form approved by Lloyd's Market Association

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

STATUTORY CONDITIONS (FIRE)

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of Others

2. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

Change of Interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* (Canada) or change of title by succession, by operation of law, or by death.

Material Change

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

Termination

5.
 1. This contract may be terminated,
 - a. by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - b. by the insured at any time on request.
 2. Where this contract is terminated by the insurer,
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

- 3 Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

Who May Give Notice and Proof

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Salvage

9.
 1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
 2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

When Loss Payable

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13.
 1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

* Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 14 is repealed. See The Limitations Act, S.S. 2004, c.L-16.1.

Notice

15. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

6/05
LSW1192A

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD) – CANADA
(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising under the Nuclear Liability Act; nor
- (b) to bodily injury or property damage with respect to which an Insured under this Policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this Policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabrication or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- 4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained a substance capable of releasing atomic energy by nuclear fission.
- 5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

11/10/84

NMA1978

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE) - NMA 2802

Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Policy is subject to the following:-

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or noncomputer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Should a policyholder wish to file a complaint relative to a Lloyd's policy effected through you, the policyholder must be provided with the following Lloyd's Complaint Protocol:

LLOYD'S POLICYHOLDERS' COMPLAINT PROTOCOL

If you have a complaint with any aspect of your Lloyd's insurance, please refer to the broker/agent who arranged your policy for you.

OR

You may contact the **General Insurance OmbudService (GIO)** who will contact Lloyd's on your behalf. The GIO can be reached at:

GIO - Atlantic Provinces

(902) 429-2730
Toll-free: 1-800-565-7189
www.gio-scad.org

GIO - British Columbia & Yukon

(604) 684-3635
Toll-free: 1-877-772-3777
www.gio-scad.org

GIO - Ontario

(416) 362-9528
Toll-free: 1-800-387-2880
www.gio-scad.org

GIO - Prairies, Northwest Territories & Nunavut

(780) 423-2212
Toll-free: 1-800-377-6378
www.gio-scad.org

Province of Québec

GIO

(514) 288-6015
Toll-free: 1-800-361-5131
www.gio-scad.org

OR

Autorité des marchés financiers (l'Autorité)

Québec City (418) 525-0311
Montréal (514) 395-0311
Toll-free: 1-866-526-0311
E-mail: Renseignements-
consommateur@lautorite.qc.ca

GIO - Alberta

(780) 421-8181
Toll-free: 1-888-421-4212
www.gio-scad.org

For more information or to submit the facts of your insurance-related dispute, please visit the GIO website at www.gio-scad.org.

Should you be dissatisfied with the outcome of your broker's resolution or with the GIO's/l'Autorité's assistance, please submit your written complaint to:

Lloyd's Canada Inc.
Broker Management Services
1155 rue Metcalfe, Suite 1540
Montreal, Quebec H3B 2V6

Tel: 1-877-4LLOYDS
Fax: (514) 861-0470
E-mail: lineage@lloyds.ca

Your written complaint will be forwarded to Lloyd's Complaints Department in London which ensures that Lloyd's Underwriters and their representatives deal with claims and complaints in an acceptable manner. It acts as an impartial mediator. When undertaking a review this Department takes account of general legal principles, good insurance practice, and whether all events surrounding a given case have been considered fairly.

If you are dissatisfied with Lloyd's final letter, you may ask the GIO to arrange for mediation. Mediation is not available until Lloyd's has issued its final letter of position on your complaint.

In Québec you may also avail yourself of the services of l'Autorité who will study your file and may recommend mediation, if it deems this action appropriate and if both parties agree to it.

GIO - Alberta can be contacted where a policyholder is not satisfied with the basis on which a premium for basic coverage for a private passenger vehicle was determined, or considers that an insurer, directly or indirectly, has taken an adverse contractual action with respect to insurance for basic coverage.

07/05
LSW1542

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain non-related or unaffiliated organisations or companies.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on 514 861 8361 or through info@lloyds.ca

07/05
LSW1543

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Canada Subscription Policy LMA5190

Lloyd's endorsement (only to be used in conjunction with LSW1554 or an alternative subscription policy document containing the attributes of LSW1554)

PLEASE NOTE – This notice contains important information – PLEASE READ CAREFULLY

Whereas the Subscription Policy ("the Policy") has been entered into by the Coverholder in accordance with the authorization granted to the Coverholder by the underwriting members ("the members") of the Lloyd's syndicates as shown in the List of Subscribing Companies (and where the List of Subscribing Companies also notes the identity of the Coverholder);

Whereas the liability of each insurer under the Policy is several and not joint with other insurers party to the Policy;

The following additional provisions shall apply in respect of the participation of the members to the Policy. The following provisions are in addition to and not in substitution for the provisions, terms and condition as set out in the Policy (including any amendment or endorsement thereto).

Several liability

1. The proportion of liability under the Policy underwritten by the members of a Lloyd's syndicate (being the total of the proportions underwritten by all the members of the syndicate taken together) is as provided for in the binding authority agreement number shown in the List of Subscribing Companies, or which may be obtained on application to the Coverholder whose name is also noted in the List of Subscribing Companies.
2. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total being the total of the proportions of the total shown for the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members or other insurers. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite the Policy. The business address of each member is Lloyd's, One Lime Street, EC3M 7HA, United Kingdom. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained in writing to Market Services, Lloyd's at the above address.
3. Although reference is made at various points in this endorsement to "the Policy" in the singular, where the circumstances so require this should be read as a reference to Policies in the plural.

Action Against Insurer

- 4 In any action to enforce the obligations of the members they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the members as if they had been individually named as defendant. Service of such proceedings may be validly made upon the attorney-in-fact in Canada for Lloyd's Underwriters, whose address for service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

Notice

5. Any notice to the members may be validly given to the Coverholder whose signature and name appear in the List of Subscribing Companies.

Form LMA5190 (07/12)

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

10/12

LSW1565C

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

STATUTORY CONDITIONS (Alberta)

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4.
 - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
 - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
 - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5,or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
 - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5.
 - (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
 - (2) If the contract is terminated by the insurer,

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Notice

- 14.
 - (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
 - (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

01/07/12

LSW1814

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

STATUTORY CONDITIONS (British Columbia)

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4.
 - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
 - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
 - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5,
or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
 - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5.
 - (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
 - (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Notice

- 14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

01/07/12

LSW1815

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

STATUTORY CONDITIONS (Manitoba)

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4.
 - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
 - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
 - (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5,or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
 - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of contract

5.
 - (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
 - (2) If the contract is terminated by the insurer,

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Notice

- 14.
 - (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
 - (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to the insured's last known address as provided to the insurer by the insured.

17/10/14

LSW1851

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

SEVERAL LIABILITY NOTICE INSURANCE (LSW1001)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Cyber Risks Exclusion

(for attachment to Legal Expenses forms)

This Policy does not cover **Legal Expenses** for, incurred as a result of, or arising out of a **Cyber Act** or **Cyber Incident**.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

6. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
7. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

LMA5484 (amended)
13 November 2020

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/03

Form approved by Lloyd's Market Association [Non-Marine]

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

COMMUNICABLE DISEASE ENDORSEMENT

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Commercial Legal Expense Insurance

for Condominium/Strata Corporations

Policy of Insurance

LEGAL EXPENSE INSURANCE

PROMOTING JUSTICE,
REPAIRING INJUSTICE

Underwritten by certain Underwriters at



THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

At a Glance

Commercial Legal Expense Insurance for Condominium/Strata Corporations

Who is the Insured?

This policy provides cover to the corporation which is named as Insured on the Declarations. At the request of the Insured it can be extended to include cover for any director, officer, council member or similar office holders who are appointed or elected to that office, provided they were acting within the scope of their position and with respect to the Business Activity of the Insured.

What is the Business Activity?

This is management and maintenance of Condominium /Strata units by the Insured for the benefit of the owners.

Who is the Insurer?

This policy is underwritten by certain Lloyd's Underwriters, London, England and provided through your broker.

Telephone Legal Advisory Service

The Insurer will provide the Insured access to a legal information helpline through which the Insured can receive confidential general legal information over the phone and email relating to any to available coverage under the legal defence policy. The purpose of this legal information helpline is to provide the insured with access to legal input to help determine their legal rights and options under the laws of the applicable province and the federal laws of Canada [with the exception of Quebec].

The advice lawyer cannot provide case specific research or review documents.

The Insurer will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, the Insurer will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service call 1-800-804-9127 or email scor@dolden.com.

The Insurer will not accept responsibility if the advice service is unavailable for reasons outside of their control or the control of the insurer's legal counsel.

Insurance Cover Provided

Please refer to the Declarations page to verify which of the following Insuring Clauses have been purchased:

Basic Cover: this provides protection for the following matters a) Civil Defence; b) Criminal Defence; c) Personal Injury

Standard Cover: this provides protection for the following matters a) Civil Defence; b) Criminal Defence; c) Personal Injury; d) Property Disputes; and e) Defence of Disputes with Owners

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Enhanced Cover: this provides protection for the following matters a) Civil Defence; b) Criminal Defence; c) Personal Injury; d) Property Disputes; e) Defence of Disputes with Owners; and f) Contract Disputes

The Policy Wording contains full details of cover including the specific exclusions for each Insuring Clause together with the General Exclusions which also apply.

How to make a Claim

As soon as the Insured is aware of any situation that might result in a claim they must report it immediately at legalexperience@ipgclaims.com. If the matter is an emergency then the Insured may report it by telephone at 416-933-3305.

The Insured will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which the Insured incurs prior to consent being given by the Underwriting Manager will not be covered. Such consent will be given when it is determined that there are reasonable prospects of a successful defence or mitigation of loss or that there are reasonable prospects of recovery of damages or other remedy.

Selection of a Lawyer

The Insured may select a lawyer from the list of approved Panel Law Firms administered by the Underwriting Manager.

What Indemnity is provided by the Policy?

The Insurer will pay the legal fees, costs and disbursements of the lawyer (subject to the maximum hourly rate set out in the Declarations attached to the Policy of Insurance). The policy limit per claim and in the aggregate depend upon the level of cover purchased, and these policy limits are set out in the Declarations attached to the Policy of Insurance

Content

The content under “At a Glance” contains only a summary of the principal terms and conditions of the Insurance Policy and does not form part of the Policy. In the event of any conflict between the description of coverage and the Policy, the Policy will govern. For full terms and conditions please read the Policy Wording at pages 4 onwards.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Commercial Legal Expense Insurance

for Condominium/Strata Corporations

Agreement

The **Insurer** agrees to indemnify the **Insured**, to the extent specified in the Insuring Clauses, in connection with the **Business Activity** of the **Insured** in consideration of the **Premium** paid by the **Insured**, subject to the terms, conditions, exclusions and limitations in this Policy and its **Declarations**.

1. INSURING CLAUSES

The **Insurer** agrees to provide coverage only for those Insuring Clauses which are specified in the Declarations as being included.

CIVIL DEFENCE

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in:

1. The defence of any claim or legal proceedings relating to a failure or alleged failure to comply with requirements under protection of privacy legislation brought against the **Insured** by the **Owner**;
2. The defence of any claim or legal proceedings made or brought against the **Insured** in its capacity as trustee of a pension fund that benefits the **Insured's** employees;
3. Any appeal by the **Insured** against the imposition of a statutory notice which adversely affects the **Business Activity** of the **Insured**,

provided that

such legal proceedings or appeal are made by or brought against the **Insured** within the **Territorial Limits** and arising from the **Business Activity** of the **Insured** and are notified to the **Underwriting Manager** during the **Policy Period**.

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with the ownership, possession or use of any vehicle.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

CRIMINAL DEFENCE

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in defending the **Insured** against a formal investigation and/or prosecution arising from **Criminal or Statutory Proceedings** brought or commenced against the **Insured** within the **Territorial Limits** and arising from the **Business Activity** of the **Insured** provided that the prosecution is brought or commenced and notified to the **Underwriting Manager** during the **Policy Period**

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any prosecution arising out of or in connection with:

1. The ownership possession or use of any vehicle;
2. Any prosecution, legislated investigation, tribunal and/or enquiry relating to any Municipal, Provincial, Federal or other Governmental tax matters pertaining to the **Insured's Business Activity**.

PERSONAL INJURY

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the pursuit of any claim or legal proceedings made by the **Insured** within the **Territorial Limits** and arising out of the **Business Activity** of the **Insured** arising from the act or omission by a third party which results in **Injury** to the **Insured**

What is not covered

provided that:

1. the **Injury** was sustained by the **Insured** away from the **Insured's** business premises and while engaged in the **Business Activity** of the **Insured** and within the **Territorial Limits**; and
2. the **Injury** occurs and is notified to the **Underwriting Manager** during the **Policy Period**.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

PROPERTY DISPUTES

What is covered

Insurer agrees to indemnify the **Insured** against **Legal Expenses** incurred in the pursuit of any claim or legal proceedings brought or commenced by the **Insured** within the **Territorial Limits** and arising from the **Business Activity** of the **Insured** relating to:

1. nuisance or trespass to **Common Property**;
2. disputes following physical damage to **Common Property**

provided that:

1. the **Insured** will suffer financial loss if it fails to pursue the claim or legal proceedings; and
2. the claim is made by the **Insured** and is notified to the **Underwriting Manager** during the **Policy Period**.

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any claim or legal proceedings arising out of or in connection with any dispute:

3. concerning **Common Property** relating to mining, subsidence or heave whatever the cause of such mining, subsidence or heave;
4. arising out of or in connection with a contract entered into by the **Insured**;

DEFENCE OF DISPUTES WITH OWNERS

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the defence of any claim or legal proceedings brought by an **Owner** against the **Insured** relating to a failure or alleged failure by the **Insured** to comply with the **Insured's** by-laws and/or regulations.

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with any dispute relating to the payment or non-payment of any fee or charges owed by the **Owner** to the **Insured**.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

DEBT RECOVERY

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in demanding payment under an invoice which has not been settled despite the payment terms having expired.

Any claim under this Insuring Clause shall be subject to the following process:

Stage 1:

The **Insured** must complete the template Debt Recovery letter with the applicable details and send this letter to the debtor (template letter is found at the end of this policy, it must be completed and printed on the **Insured's** letterhead).

If, on expiry of the additional fourteen (14) calendar days allowed to pay as specified in the template letter, the **Insured** has not received payment, stage 2 applies.

Stage 2:

The **Insured** must notify the **Underwriting Manager** using the claims notification details provided.

A **Lawyer** will then communicate a letter on the **Insured's** behalf advising the debtor that if they do not pay in seven (7) calendar days court proceedings will be issued.

If payment is still not forthcoming, the **Lawyer** will (subject to all the terms, conditions, limitations and exclusions of this Policy issue court proceedings on the **Insured's** behalf to seek recovery of the amount due.

If the debtor raises a legal defence as to why the debt is not payable, the recovery will become a Claim under Insuring Clause "Contract Disputes".

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any debt sum of less than \$1,000 (one thousand Canadian dollars) for Stages 1 and 2.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

CONTRACT DISPUTES

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in the pursuit or defence of any claim or legal proceedings made by or brought against the **Insured** within the **Territorial Limits** and arising from the **Business Activity** of the **Insured** in a dispute with a **Contracting Party** arising out of a **Contract for Services** obtained or the sale, purchase, lease or rental of any **Goods**

provided that:

1. the indemnity for **Legal Expenses** incurred under this clause shall not exceed 75% of the **Sum in Dispute**;
2. the amount in dispute exceeds \$1,000 (one thousand Canadian dollars);
3. the claim is or legal proceedings are made by or brought against the **Insured** and are notified to the **Underwriting Manager** during the **Policy Period**.

What is not covered

The **Insurer** shall not be liable to indemnify the **Insured** in respect of claims arising out of or in connection with:

1. Contracts:
 - a. performed outside the **Territorial Limits**;
 - b. entered into prior to the **Retroactive Date** when the dispute occurs during the ninety (90) day period immediately following the initial inception date of this policy;
 - c. for the provision or procurement of insurance, credit, secured lending, or guarantee;
 - d. where the liability of the **Insured** or the right of recovery is incurred through an agent or by assignment or subrogation;
 - e. where the dispute arising from the contract relates to the collection of any outstanding amount receivable owed to the **Insured** by a third party for any goods or service provided, except where there is a dispute involving the liability to pay by the third party;
 - f. of employment;
 - g. for the possession, purchase, sale or use of **Common Property**;
 - h. in connection with or related to a franchise;
 - i. for the ownership, sale, lease, rental or use of any vehicle;
 - j. relating to the planning, construction, structural alteration, conversion or extension of **Property** or parts thereof, other than non-structural repair to or renovation of existing **Property** or parts thereof;
 - k. containing an arbitration clause.
2. any breach or alleged breach of **Professional Duty** owed to or by the **Insured**.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

2. LIMIT OF INDEMNITY

The **Insurer's** total liability under this Policy shall not exceed the amounts specified in the **Declarations** for 1 and 2 below:

1. **Any One Claim**;
2. in the aggregate for all claims notified to the **Underwriting Manager** during the **Policy Period**

3. EXCESS

The **Insurer** shall only be liable under this Policy to the extent that such liability exceeds the **Excess** as specified in the **Declarations**. A separate **Excess** shall apply to **Any One Claim**.

4. CO-INSURANCE

The **Insured** shall be liable in respect of claims for indemnity under all Insuring Clauses of this Policy for the proportion of **Legal Expenses** over and above the **amount** as specified in the **Declarations** under the heading **Co-Insurance**.

5. EXCLUSIONS - These apply to all Insuring Clauses

The **Insurer** shall not have any liability under this Policy in respect of:

- 5.1. the defence of the **Insured** in civil legal proceedings arising from or connected with:
 - a. death or injury to any person including (without limitation) any sickness, disease or any naturally occurring condition or degenerative process;
 - b. loss destruction or damage to property owned, occupied or under the control of a third party;
 - c. alleged breach of **Professional Duty**;
 - d. any tortious liability save as specifically provided in Insuring Clause 1.4 (Property Disputes);
- 5.2. any claims related to patents, copyrights, design rights, moral rights, confidential information, other intellectual property rights, trade or service marks or registered designs, trade secrets or passing off actions;
- 5.3. any claim arising out of defamation or alleged defamation;
- 5.4. any claim made, brought or commenced outside the **Territorial Limits**;
- 5.5. **Legal Expenses** incurred before the **Underwriting Manager's** consent has been granted in writing or without such consent;
- 5.6. any claim relating to or arising from any cause, event or circumstance occurring prior to the **Retroactive Date** specified in the **Declarations**;
- 5.7. any claim in connection with or arising from any cause, event or circumstance occurring prior to or existing at inception of the Policy and which the **Insured** knew or ought reasonably to have known might give rise to a claim or legal proceedings by or against the **Insured**;
- 5.8. awards and/or demands of compensation, repayment, damages, liability, surcharge levies, interest, fines or penalties of any nature including but not limited to those which the **Insured** is ordered to pay by any relevant court, board, commission or other tribunal or administrative body;
- 5.9. any claim or legal proceedings in respect of which the **Insured** is, but for the existence of this Policy, entitled to indemnity under any other insurance policy or certificate or if the **Insured** is eligible for legal representation from a provincial legal aid plan;

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

- 5.10. any claim or legal proceedings in respect of which the **Insured** is entitled to indemnity under any policy or certificate which the **Insured** is required to hold by law or by a regulatory body;
- 5.11. any claim arising out of the deliberate, conscious or intentional or reckless or negligent disregard by the **Insured** of the need to take all reasonable steps to avoid and prevent claims or legal proceedings. In this context, "reasonable" shall be assessed by the standards of a reasonable person carrying on the **Business Activity** of the **Insured**;
- 5.12. any costs which the **Insured** may be ordered to pay by a court or tribunal adjudicating on **Criminal or Statutory Proceedings**;
- 5.13. any dispute with government or local authority departments concerning the imposition of regulatory or statutory charges, fees and levies;
- 5.14. any dispute between the **Insured** and any parent, subsidiary or associated company, or partner;
- 5.15. any dispute between the **Insured**, and the **Insurer**, and/or the **Underwriting Manager**, and/or the **Coverholder**, and/or the **Lawyer**;
- 5.16. any dispute relating to or in connection with any franchise agreement;
- 5.17. any **Legal Expenses** in connection with the pursuit of an appeal or judicial review;
- 5.18. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with:
- a. war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
 - b. insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
 - c. discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
- 5.19. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**;
- 5.20. any claims or legal proceedings (including any **Legal Expenses** or other costs or expenses of any description) arising out of or in connection with any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

6. CONDITIONS

6.1 Cancellation

This Policy may be cancelled at any time on the instruction of the **Insured** in writing to the **Coverholder** and the premium shall be adjusted on the basis of the **Insurer** receiving or retaining short-term premium on the following basis:

Over 9 months unexpired Policy Period	-	50%
Over 6 months unexpired Policy Period	-	75%
Over 3 months unexpired Policy Period	-	90%
Less than 3 months unexpired Policy Period	-	100%

This Policy may also be cancelled by the **Insurer** on giving 30 days' notice in writing to the **Insured** via the **Coverholder** and the premium shall be adjusted on the basis of the **Insurer** receiving or retaining pro rata premium.

If the **Insured** is placed in liquidation, receivership or administration or adjudicated bankruptcy or if any court application is made or meeting convened for any such purpose, this Policy will lapse on the happening of that event and the **Insured** shall be entitled to pro rata return of premium.

Cancellation under this condition shall not prejudice the rights of the **Insured** in respect of any cause, event or circumstance which has been notified to and consent granted by the **Underwriting Manager** during the **Period of Insurance**, provided that no return of premium shall be allowed if the **Insured** has notified a claim which has been or is subsequently accepted under this Policy.

Cover under this Policy can be terminated by the **Insurer** with immediate effect upon the **Insured** acting fraudulently and/or dishonestly or for failing to consistently comply with the terms and conditions of cover such as to cause prejudice to the **Insurer**. In such circumstances no further cover will be provided for any claim that may have been notified and/or accepted under this Policy.

6.2 Notification

It is a condition precedent to the **Insurer's** liability under this Policy that the **Underwriting Manager** must be notified in writing immediately the **Insured** is aware of any cause, event or circumstance which has given rise or may give rise to a claim or legal proceedings involving the **Insured** as soon as that cause event or circumstance shall come to the attention of the **Insured**.

In the event that the **Underwriting Manager** is notified during the **Policy Period** of any cause event or circumstance which in the **Underwriting Manager's** reasonable opinion is likely to give rise to a claim or legal proceedings then any subsequent claim or legal proceedings which arises directly from that cause, event or circumstance shall be deemed to have been made during the **Policy Period**.

On receipt of the **Insured's** notification, the **Underwriting Manager** will forward to the **Insured** a claim form which must be completed and returned immediately.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

6.3 Underwriting Manager's Consent

It is a condition precedent to the **Insurer's** liability under this Policy that the **Underwriting Manager's** consent to incur **Legal Expenses** must first be obtained in writing. This consent will be given by the **Underwriting Manager** if the **Insured** can satisfy the **Underwriting Manager** that it is reasonable to incur **Legal Expenses** and:

1. there are in the view of the **Underwriting Manager** reasonable prospects of a successful defence or mitigation of the **Insured's** loss;
2. in Criminal Defence claims where the **Insured** pleads guilty, there is in the view of the **Underwriting Manager** a reasonable prospect of a significant mitigation of the **Insured's** sentence or fine; or
3. there are in the view of the **Underwriting Manager** reasonable prospects of a recovery of damages or other remedy.

In making this decision the **Underwriting Manager** will have regard (without limitation) to:

- the advice received by the **Underwriting Manager** concerning the merits of the **Insured's** case;
- the **Insured's** prospects of securing and enforcing any judgement;
- the amount of money in dispute in relation to the **Legal Expenses** likely to be incurred;
- the alternative methods available for protecting the **Insured's** interests.

The decision to grant or withhold consent will be based on the consideration of the opinion of the **Lawyer** and any other adviser the **Underwriting Manager** may deem it necessary to consult.

The **Underwriting Manager** at its discretion may require the **Insured** to participate in mediation or other forms of dispute resolution and provide assistance in settling disputes, the cost of which will be covered under this Policy subject to all other terms, conditions and limitations of this Policy.

The **Underwriting Manager** at its discretion may require the **Insured** to obtain an opinion from counsel or obtain an expert's report at the **Insured's** expense as to the merits of a claim or legal proceedings which must have regard to the same criteria as required by the **Underwriting Manager**. If that opinion indicates there are reasonable prospects, the **Insurer** will pay for the cost of the opinion within the Limit of Indemnity for that claim.

When the **Underwriting Manager** grants consent, the **Insurer** agrees to provide indemnity to the **Insured** within the terms, conditions, limitations, provisos and exclusions of this Policy. Such consent does not imply that all **Legal Expenses** shall be paid but only those which the **Underwriting Manager** has expressly agreed to.

If after consent has been granted by the **Underwriting Manager** it becomes apparent to the **Underwriting Manager** that the claim falls outside the terms, conditions, limitations, provisos and exclusions of the Policy such consent shall be withdrawn and no indemnity provided.

If after consent has been granted by the **Underwriting Manager** it ceases to be reasonable in the view of the **Underwriting Manager** to incur **Legal Expenses**, the **Underwriting Manager** may

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

withdraw consent. **Legal Expenses** incurred up until that time will continue to be indemnified by the **Insurer**.

Notwithstanding any general consent granted, the **Insurer** limits its liability to the payment of **Legal Expenses** incurred solely for the purpose of indemnifying the **Insured** in respect of the claim or legal proceedings to which consent has been granted. **Legal Expenses** incurred for the routine presentation or administration of the **Insured's** affairs or expenses which would have been incurred in the normal course of the **Insured's Business Activity** shall fall outside the indemnity provided under this Policy.

If the **Insured** elects to proceed with the pursuit or defence of a claim or legal proceedings to which consent has not been granted by the **Underwriting Manager** because there are not reasonable prospects and the **Insured** is successful in such a pursuit or defence, then the **Insurer** agrees to pay those **Legal Expenses** incurred after the **Underwriting Manager** refused consent subject to the terms, conditions and limitations of this Policy.

For the purposes of this clause, success shall mean a cost order or agreement to pay over 50% of incurred costs in favour of the **Insured** or an acquittal of the **Insured**.

6.4 Conduct of a Claim

(i) Choice of Lawyer

Where it is necessary that the **Insured** has recourse to a lawyer, the **Insured** may select the **Lawyer** only from the list of approved law firms, as amended from time to time, which shall be provided by the **Underwriting Manager** to the **Insured** upon request. In all cases the **Lawyer** shall be appointed to act in the name and on behalf of the **Insured** in any claim or legal proceedings to which the **Underwriting Manager** has given written consent. The **Lawyer** is not the agent of or employed by the **Underwriting Manager** or the **Insurer**.

The **Insurer** shall only be responsible to pay the **Lawyer's** normal hourly rate up to the **Fee Limit** set out in the **Declarations**. The **Insured** must pay the **Lawyer** any legal fees in excess of this amount. Any **Lawyer** the **Insured** chooses must disclose his or her chargeable rates and the rates of any staff.

(ii) Access to information

The **Underwriting Manager** is entitled to receive from the **Lawyer** any information, document or advice in connection with any claim or legal proceedings even if such material is legally privileged. On request the **Insured** will give to the **Lawyer** any instructions necessary to secure the required access.

(iii) Disclosure and co-operation

The **Insured** must give the **Lawyer** all necessary help and information including a complete truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured's** possession. The **Insured** must search for, provide, obtain sign or execute all documents as required by the relevant court or tribunal rules or as recommended by the **Lawyer** and attend all meetings or conferences as requested. Cover may be withdrawn if the **Insured** fails to co-operate at all or within a reasonable time with the **Lawyer's** request.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

(iv) Payment of Legal Expenses

All invoices relating to a claim that the **Insured** receives from the **Lawyer** should be forwarded to the **Underwriting Manager** immediately. If the **Underwriting Manager** so requires, the **Insured** must ask the **Lawyer** to submit their bill of costs for taxation or assessment by the appropriate Law Society, governing body or court.

The **Insured** shall be responsible for the payment of **Legal Expenses** invoices. The **Insurer** will, however, settle these directly with the **Lawyer** if requested to do so by the **Insured**. All invoices must be certified by the **Underwriting Manager** to the effect that all charges have been properly incurred and this will be deemed authority for the **Insurer** to settle the invoice directly with the **Lawyer**.

Only invoices in respect of **Legal Expenses** incurred with the consent of the **Underwriting Manager** and in the amount agreed with the **Underwriting Manager** shall be paid. The **Insured** shall personally pay the **Lawyer** the portion of **Legal Expenses** to be borne by the **Insured** as the **Excess**, and/or **Co-Insurance** and in excess of the **Limit of Indemnity** pursuant to this Policy.

(v) Instruction of counsel and experts

Where the **Lawyer** wishes to obtain the opinion of or instruct other counsel or experts, it must provide its reasons and seek and receive the prior written consent of the **Underwriting Manager**.

6.5 Settlement

It is a condition precedent to the **Insurer's** liability under this Policy that the **Insured** informs the **Underwriting Manager** in writing as soon as the **Insured** receives a payment into court, an offer to settle a claim or legal proceedings or an invitation to participate in a mediation or other form of dispute resolution. The **Insured** must not agree to settle any claim without the prior written consent of the **Underwriting Manager** which will not be unreasonably withheld or delayed. If the **Insured** rejects any offer to settle a claim by way of payment into court or otherwise which the **Underwriting Manager** considers reasonable and recommends acceptance of, then no further indemnity will be provided by the **Insurer** from the date of rejection by the **Insured**.

6.6 Minimizing Costs

The **Insured** must take all reasonable measures to minimize the costs of any claim under this Policy including but not limited to pursuing settlement negotiations and must consider all reasonable settlement offers.

6.7 Recovery of Costs

Whenever the **Insured** is awarded costs or costs are included under the terms of any settlement, those costs are to be repaid to the **Insurer**. In every claim the **Insured** and the **Lawyer** shall make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, the **Insured** agrees that the **Lawyer's** appraisal of a fair and reasonable proportion of that settlement will be deemed costs and shall be due to the **Insurer**.

6.8 Dishonest and fraudulent claims

If the **Insured** makes any claim under this Policy (or has made a claim under any other or previous Policy) which the **Insured** knows or ought to know to be false or fraudulent in any way, this Policy shall

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

be cancelled ab initio and all rights of the **Insured** under this Policy including the premium shall be forfeit. The Insurer shall be entitled to recover any **Legal Expenses** previously paid.

6.9 Insolvency or liquidation of the Insured

If the **Insured** becomes insolvent or bankrupt within the meaning of the Bankruptcy Act (Canada) or had property seized or attached in satisfaction of a judgement, had a receiver appointed, or taken action (if a corporation) with a view to winding up, dissolution or liquidation during the course of any claim or legal proceedings any consent previously given shall automatically be withdrawn unless expressly agreed in writing to the contrary by the **Underwriting Manager**.

6.10 Provincial Sales Tax (PST) and/or Goods and Services Tax (GST) and/or Harmonized Sales Tax (HST)

If the **Insured** is registered for PST and/or GST and/or HST, the **Insurer** will not be liable to indemnify the **Insured** for the PST and/or GST and/or HST element of any **Legal Expenses** invoices.

6.11 Premium

The **Premium** payable hereunder is calculated by reference to the number of residential units managed and maintained by the **Insured**.

The **Insured** undertakes that the **Premium** and applicable taxes will be paid in full to the **Coverholder** within thirty days of inception of this Policy (or, in respect of instalment premiums, when due).

If the **Premium** has not been so paid to the **Coverholder** by the thirtieth day from the inception of this Policy the **Insurer** shall have the right to cancel this Policy by notifying the **Insured** in writing via the **Coverholder**. In the event of cancellation, **Premium** is due to the **Insurer** on a pro rata basis for the period that the **Insurer** is on risk but the full **Premium** shall be payable to the **Insurer** in the event of a notification prior to the date of termination which gives rise to a claim under this Policy.

It is agreed that the **Insurer** shall give not less than 15 days prior notice of cancellation to the **Insured**. If the **Premium** due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

7. GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of Canada. Any terms of this Policy which are in conflict with the statutes of the province where the Policy is issued are amended to conform to such statutes.

8. INTERPRETATION

In this Policy:

1. reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

2. reference to any statutory or other body shall include the successor to that body;
3. words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
4. if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
5. the headings are for reference only and shall not be considered when determining the meaning of this Policy.

9. NOTIFICATIONS

All communications, documents or notices, other than in respect of claims, which this Policy requires the **Insured** to deliver, must be made to the **Coverholder** at the address stipulated in the **Declarations**.

In respect of claims under this Policy the **Insured** must contact and send all communications to the **Underwriting Manager**.

The **Insured** is deemed to have received all correspondence, documents and notices within four days of the date of mailing if sent in writing by ordinary mail to the address as last declared to the **Insurer** or in relation to any matters arising out of any claim or legal proceedings if sent to the **Lawyer**.

10. RESOLUTION OF DISPUTES

Any dispute between the **Insured** and the **Insurer** relating to the application or interpretation of this Policy which is not resolved by the parties within fifteen (15) days written notice thereof given by one party or the other shall be subject to mediation. In this event, the **Insured** and the **Insurer** will mutually agree on the nomination of a mediator or where such agreement is not made the **Insured** and the **Insurer** will request the court of competent jurisdiction to appoint a person to mediate the dispute. The **Insured** and the **Insurer** agree to co-operate with the mediator with the view to resolving the dispute. The **Insured** and the **Insurer** shall share the costs of the mediation services in equal proportions.

11. ARBITRATION

Any dispute that can not be resolved by mediation in accordance with Resolution of Disputes above may be submitted by either party to a single arbitrator who shall be either a lawyer agreed upon by the parties or, failing agreement, a person appointed by a judge of the Supreme Court (or equivalent) of the province or territory in which the **Insured** has its principal office. Such arbitration shall be governed by the arbitration legislation in force in the aforesaid province or territory. The decisions of the arbitrator shall be final and binding on the **Insured** and the **Insurer** and arbitration costs shall be paid in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs. If the decision is made in the **Insurer's** favour, no costs shall be recoverable by the **Insured** under this Policy.

12. DEFINITIONS

- 12.1. “**Any One Claim**” means all claims or legal proceedings arising from the same originating cause or series of events or occurrences attributable to one originating cause.
- 12.2. “**Application**” means the information form completed together with any additional information supplied by the **Insured** or on the **Insured's** behalf.

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- 12.3. **"Business Activity"** means the management and maintenance of the **Common Property** and **Common Assets** of the **Insured** for the benefit of **Owners**.
- 12.4. **"Common Assets"** means personal property held by or on behalf of the **Insured** for the benefit of any **Owner**.
- 12.5. **"Common Property"** means land (including buildings thereon) or an interest in land **shown on a property plan that is not property of any Owner**.
- 12.6. **"Contract for Services"** means a contract made between the **Insured** and a **Contracting Party** whereby one of the parties provides a service in connection with the **Business Activity** to the other for monetary consideration.
- 12.7. **"Contracting Party"** means a company, firm or individual who has a direct contractual relationship with the **Insured**.
- 12.8. **"Coverholder"** means **Arthur J. Gallagher Canada Limited** who are responsible for issuing and receiving any or all **Applications** and who provide the **Insured** with a policy of insurance as agreed by the **Insurer**.
- 12.9. **"Criminal or Statutory Proceedings"** means offences pursuant to the *Criminal Code (Canada)*, the *Controlled Drugs and Substances Act*, the *Food and Drugs Act (Canada)*, the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Workplace Hazardous Materials Information Services Act*, and any other provincial, territorial or federal statutes or regulations which prescribe offences punishable on summary conviction or by indictment.
- 12.10. **"Due Date"** means the date on which monies owed to the **Insured** become due and payable.
- 12.11. **"Excess"** means the amount specified in the **Declarations** the **Insured** must bear in **Legal Expenses** in respect of **Any One Claim** before the **Insurer** is liable to provide any indemnity under this Policy.
- 12.12. **"Goods"** means tangible, moveable property and excluding interests or rights in **Common Property**.
- 12.13. **"Injury"** means bodily injury or death but does not mean any sickness, disease or naturally occurring condition or degenerative process.
- 12.14. **"Insured"** means the corporation named as **Insured** in the **Declarations** and who is insured under this Policy including jointly and severally at the **Insured's** request any director, officer, council members or similar office holders who are appointed or elected to that office pursuant to legislation applicable to the **Business Activity** of the **Insured** while acting on behalf of the **Insured** for acts within the scope of their position and only in so far as such acts relate to the **Business Activity** of the **Insured**.
- 12.15. **"Insurer"** means certain Lloyd's Underwriters, London, England.
- 12.16. **"Lawyer"** means the legal representative selected by the **Insured** and approved by the **Underwriting Manager**, who is on the list of approved law firms provided by the **Underwriting Manager**, to act in the name of and behalf of the **Insured** in accordance with the terms, conditions, limitations, provisos and exclusions of this Policy.
- 12.17. **"Legal Expenses"** means
- fees, expenses and disbursements including **Witness Attendance Allowance** and costs and expenses of expert witnesses reasonably incurred by the **Lawyer**, subject to the **Fee Limit** set out in the **Declarations**, with the **Underwriting Manager's** prior written consent;
 - all costs reasonably and properly incurred by the **Underwriting Manager** and the costs of providing the **Telephone Legal Advisory Service** to the **Insured**;
 - costs incurred by other parties to which the **Insured** is held liable in court or tribunal proceedings to pay or which the **Insured** agrees to pay with the **Underwriting Manager's** prior written consent but excluding any costs which the **Insured** may be ordered to pay by a court or tribunal adjudicating on **Criminal or Statutory Proceedings**.
- 12.18. **"Owner"** means a person or entity as more particularly defined under the relevant legislation pertaining to the management duties of the **Insured** and who is shown as the owner or leaseholder of a unit in the register of a land title office.

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- 12.19. **"Policy Period"** means the period as specified in the **Declarations**.
- 12.20. **"Premium"** means the amount specified in the **Declarations**.
- 12.21. **"Professional Duty"** means contractual, tortious or fiduciary duties owed to or by the **Insured** to or by another company, partner, firm or individual or a director or employee thereof in connection with the provision of professional services or advice, for which there is a requirement to have professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.
- 12.22. **"Retroactive Date"** means the date on which specified in the **Declarations** after which the cause, event or circumstance giving rise to a claim or legal proceeding by or against the **Insured** must have occurred.
- 12.23. **"Sum in Dispute"** means the sum in dispute between the **Insured** and a **Contracting Party**.
- 12.24. **"Telephone Legal Advisory Service"** means the telephone advisory service stipulated in the **Declarations which can be used by the Insured**.
- 12.25. **"Territorial Limits"** means as specified in the **Declarations**.
- 12.26. **"Underwriting Manager"** means the company stipulated in the **Declarations** or appointed subsequently by the **Insurer** which is authorised to handle and administer claims under this Policy on the **Insurer's** behalf and to whom any notification of a claim must be made.
- 12.27. **"Witness Attendance Allowance"** means costs not to exceed \$250 per day or \$2,500.00 **Any One Claim** when any individual within the defined term of **Insured** is absent from work consequent upon attending a court or tribunal hearing of a claim to which the **Underwriting Manager** has given written consent under this Policy.

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Debt Recovery Template Letter – Stage 1

*In order to complete Stage 1 of the Debt Recovery Claim process, please write a letter to the third party who owes you the debt in the following terms (entering the appropriate details in the **[bold]** and printing on your letterhead – retain a copy for your records):*

Your Name (insert)
Address (insert)

Date (insert)

Recipient Name (insert company/name)
Address (insert)

Dear (insert name),

FINAL NOTICE

We are very concerned that we have still not received payment of your outstanding account(s) **[insert invoice numbers]**.

Unless payment of the full amount is received within 14 days, we intend to instruct legal counsel to start formal legal procedures to recover the debt.

We accept payment by **[set out payment methods and contact details for payment where appropriate]**.

Please notify us once payment has been made so that we may confirm receipt, update our late payment records and prevent a formal legal action from being taken against you.

In the event of non-payment, we reserve our right to add any late payment charges, interest and legal costs to the debt.

Yours sincerely,

[Insert name and title]

If payment is not forthcoming within 14 days please send the invoices and copies of all correspondence related to the debt to the Claims Manager (you will find the reporting details in the Schedule to your policy).

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