

ALGOMA NURSE PRACTITIONER - LED CLINIC

Schedule of Line of Business	Risk Number	00790		
Policy Section	Policy	Effective Date	Expiry Date	Premium
Property	FC40847	March 31, 2024	March 31, 2025	4,151
Crime	CP80727E	March 31, 2024	March 31, 2025	814
Liability	CP80727A	March 31, 2024	March 31, 2025	8,552
Non-Owned Automobile	CP80727C	March 31, 2024	March 31, 2025	112
Errors and Omissions	CP80727B	March 31, 2024	March 31, 2025	1,153
Directors and Officers - Non-Profit	CP80727K	March 31, 2024	March 31, 2025	5,023
Equipment Breakdown Advantage	5EB224RZD	March 31, 2024	March 31, 2025	504
Cyber Risk	4NEV037803	March 31, 2024	March 31, 2025	4,217
Total Account Premium				24,526



**PROPERTY
POLICY DECLARATIONS**

Policy Number: FC40847

Replaces Number: RENEWAL

Process Date: March 12, 2024

Intact Public Entities Inc. is a Managing General Agent and is duly authorized by the Insurer(s) vested with underwriting authority on behalf of the Insurer(s) for the proportions of indemnity so stated under the Subscribing Companies.

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms and Endorsements of this Policy.

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

Policy Period:

From MARCH 31, 2024

To MARCH 31, 2025

at 12:01 a.m. Standard Time at the Named Insured's postal address shown on this Certificate

Insured's Operations

MEDICAL CLINIC

Schedule or Summary of Coverage

(Insurance is provided, subject to the Declarations, Terms, Conditions of the Policy and its Form(s), only for the coverage for which specific Form(s) are attached and for which a specific Limit or Amount of Insurance is shown hereunder.)

Refer to attached if applicable

Minimum retained premium for this policy is (\$)	623	Total	
		(\$ Premium)	4,151

The policy contains a clause that may limit the amount payable.

In witness whereof the Insurers have duly authorized Intact Public Entities Inc. to execute and sign this policy on their behalf for the proportions of indemnity so stated.

Intact Public Entities Inc.
278 Pinebush Road, Suite 200
Cambridge, ON N1T 1Z6

Glenn M.
President

Authorized Representative

In consideration of the Premium stated, the Insurer(s) will indemnify the Insured with the Terms and Conditions of this Policy.

This Policy is issued subject to the Declaration Page(s), Coverage Agreements, Exclusions, Definitions, Conditions and Limits as well as the Endorsements or Amendments brought to this Policy which may from time to time be added to form part of this Policy.

Whenever used in the Declaration Page(s) or in the Forms and Endorsements forming part of this insurance contract, the expression "Policy" means this/these Declaration Page(s) and all Forms, Endorsements and amendments brought to this Policy forming part of this insurance contract for each Coverage.

Notwithstanding any contrary provision, the Coverage provided under any Form or Endorsement attached to this Policy does not extend to any other Form or Endorsement, unless such Form or Endorsement specifies that its Coverage extends and applies to this other Form or Endorsement.

In accepting this Policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this Policy, any previous policy stated in the Declaration Page(s) is replaced by this Policy, including all renewals attaching thereto.

Cancellation/Non-acceptance of this Policy

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

If you no longer require this Policy, please complete and return the portion below otherwise leave blank. We strongly recommend that you review this with your Broker to ensure that you fully understand the impact of this decision.

Cancellation Agreement

I/we agree as the undersigned Insured named in this policy FC40847 and renewal certificates (if any), hereby acknowledge the cancellation thereof _____ At 12:01 a.m. standard time and agree that all coverages and liability of _____
Day/Month/Year

Intact Public Entities Inc. and The Insurer(s) with respect to all accidents, losses or damage occurring on and after the date of cancellation is hereby terminated.

X

Signature (only required if cancelling the Policy)

Policy No. FC40847
 Effective Date: MARCH 31, 2024
 Transaction Type: Renewal

SUMMARY OF COVERAGE - PROPERTY

Form-Edition	Description	Deductible	(\$) Total Limit of Insurance
PWGX662-0523	Property Coverage		
	Blanket Limit - Property of Every Description	2,500	1,050,300
	Coverage: All Risk		
	Basis Of Settlement: Replacement Cost		
PWGX662-0523	SUPPLEMENTAL COVERAGE		
	Building By-laws	2,500	1,000,000
	Building Damage by Theft	2,500	Included
	Debris Removal Expense	2,500	Included
	Electronic Computer Systems		
	Electronic Computer Systems Hardware and Media	2,500	Included
	Electronic Computer Systems Breakdown	2,500	65,000
	Electronic Computer Systems - Extra Expense	2,500	Not Insured
	Extra Expense Period of Restoration	90 Days	
	Expediting Expense	2,500	Included
	Fire or Police Department Service Charges	2,500	Included
	First Party Pollution Clean-up	2,500	100,000
	Fungi and Spores	2,500	10,000
	Furs, Jewellery and Ceremonial Regalia		
	Ceremonial Regalia	2,500	Included
	Furs and Jewellery	2,500	25,000
	Inflation Adjustment	2,500	Included
	Live Animals, Birds or Fish	2,500	25,000
	Newly Acquired Property	2,500	1,000,000
	Professional Fees	2,500	Included
	Property at Unnamed Locations	2,500	Included
	Property Temporarily Removed Including while on Exhibition and during Transit	2,500	Included
	Recharge of Fire Protection Equipment Expense	2,500	Included
	Sewer Back Up and Overflow	5,000	Included
PNGX6050-0521	PROPERTY EXTENSION ENDORSEMENT		
	Accounts Receivable	2,500	250,000
	Additional Living Expenses		
	Aggregate	2,500	50,000
	Per Unit	2,500	10,000

Policy No. FC40847
 Effective Date: MARCH 31, 2024
 Transaction Type: Renewal

SUMMARY OF COVERAGE - PROPERTY

Form-Edition	Description	Deductible	(\$) Total Limit of Insurance
PNGX6050-0521	PROPERTY EXTENSION ENDORSEMENT (CONTINUED)		
	Builder's Risk Reporting Extension	2,500	1,000,000
	By Laws - Governing Acts	2,500	25,000
	Condominium Loss Assessment and Contingent Building Coverage		
	Condominium Contingent Coverage	2,500	Not Insured
	Unit Owners' Improvements	2,500	Not Insured
	Unit Owners' Loss Assessment	2,500	Not Insured
	Consequential Loss Caused by Interruption of Services		
	On Premises	2,500	Included
	Off Premises	2,500	50,000
	Cost to Attract Volunteers Following a Loss	2,500	10,000
	Docks, Wharves and Piers	2,500	25,000
	Exterior Paved Surfaces	2,500	50,000
	Extra Expense	2,500	250,000
	Fine Arts at Own Premises and Exhibition Site		
	At Insured's Own Premises	2,500	25,000
	On Exhibition	2,500	25,000
	Fundraising Expenses	2,500	25,000
	Green Extension	2,500	25,000
	Growing Plants		
	Any One Item	2,500	1,000
	Per Occurrence	2,500	100,000
	Ingress and Egress	2,500	Included
	Installation Floater	2,500	25,000
	Leasehold Interest	2,500	25,000
	Master Key	2,500	25,000
	Peak Season Increase	2,500	25,000
	Personal Effects	2,500	25,000
	Property of Others	2,500	25,000
	Rewards: Arson, Burglary, Robbery and Vandalism	2,500	25,000
	Signs	2,500	25,000
	Special Limits Indemnity Provision	2,500	25,000
	Supported Independent Living Program	2,500	Not Insured
	Valuable Papers	2,500	250,000
	ADDITIONAL ENDORSEMENTS		
PNGX6024-1221	Earthquake Endorsement	As Per Form	Included

Policy No. FC40847
 Effective Date: MARCH 31, 2024
 Transaction Type: Renewal

SUMMARY OF COVERAGE - PROPERTY

Form-Edition	Description	Deductible	(\$) Total Limit of Insurance
ADDITIONAL ENDORSEMENTS (CONTINUED)			
PNGX6027-1221	Flood Endorsement	As Per Form	Included
PNGX6068-0521	Flood Aggregate Limit Endorsement	As Per Form	As Per Form
PNGX6071-0521	Earthquake Aggregate Limit Endorsement	As Per Form	As Per Form
PNGX6067-0820	Virus and Bacteria Endorsement		
PNGX6053-1018	Water Damage Deductible Endorsement	As Per Form	
PNGX6070-0421	Property Cyber Incident Exclusion		
PNGX6013-1018	Additional Interests Endorsement		
GNGX3569-0124	General Conditions ON and Atlantic		Included
CNGX3671-0622	Cancellation Clause -General Conditions ON and Atlantic		As Per Form
GNGX3755-0124	General Conditions (Other Provinces and Territories)		Included
CNGX3703-0622	Cancellation Clause (Other Provinces and Territories)		As Per Form
PWGX663-0124	Statutory and Additional Conditions		
GNGX408-0124	Lloyd's Additional Conditions		

IMPORTANT INFORMATION

The Declarations and Summary of Coverage provides an overview of your coverage. Below is a brief description of various terms shown on the Summary of Coverage. This Summary of Coverage will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance.

Total Limit of Insurance	A value may be shown under the 'Total Limit of Insurance' column. Coverage may be limited to a 'per item' value via a form or endorsement attached to and forming part of this policy.
Total Insured Values	The sum of all values covered under this policy.

Read Your Entire Policy Carefully. The information and descriptions contained herein are not intended to be complete descriptions of all terms, conditions and exclusions applicable to the products and services. In all cases, Intact Public Entities Inc. products and services are governed by the terms, conditions and exclusions of the actual policy wordings.

Subscription Form

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted thereof or added thereto by endorsement, the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly agree, each for the proportion set against its name in the List of Subscribing Companies, that if the insurance described in the Schedule or Summary of Coverage of this policy is provided by the terms of this policy and endorsements attached hereto, while the policy is in force, the Insurers will indemnify the Insured against the loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual Insurer, or such other proportion as may be substituted by endorsement.

GENERAL CONDITIONS APPLICABLE TO ALL COVERAGES

1. The liability of the Insurers individually is limited to that proportions of the loss payable under this policy which the proportion or sum insured specified against the name of the individual Insurer in the List of Subscribing Companies, or such other proportion or sum insured as maybe substituted therefore by endorsement, bears to the total of the sums insured set against each item of the forms and endorsements attached hereto.
2. The terms and conditions of any form or endorsement attached to the policy shall be held to apply only to the specific coverage provided by that form or endorsement.
3. No term or condition of this policy shall be deemed to be waived by the Insurers in whole or in part unless the waiver is clearly expressed in writing signed by a person or persons authorized for that purpose by the Insurers. Neither the Insurers nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs or to the investigation or adjustment of any claim under the policy.
4. Whenever in this policy or in any endorsement attached hereto reference is made to "the Insurer", "the Company" or "this Company" reference shall be deemed to be made to each of the Insurers severally.
5. **Liberty Mutual Insurance Company** * For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of Liberty Mutual Insurance Company's insurance business in Canada.

IN WITNESS WHEREOF the Insurers through their representative(s) duly authorized by them for this purpose have executed and signed this policy.

Subscribing Companies

Insurers	Participation (%)	(\$) Insured Values	Policy Term (\$) Premium
Intact Insurance Company	41.00	957,473	1,702
Underwriters at Lloyd's under Contract Number B1820LNR24C042	25.00	583,825	1,038
Temple Insurance Company	20.00	467,060	830
Liberty Mutual Insurance Canada	14.00	326,942	581
Total Insured Values	100	2,335,300	4,151

PROPERTY COVERAGE

This "form(s)" provides occurrence coverage. Various provisions in this "form(s)" restrict coverage. Read the entire "form(s)" carefully to determine rights, duties and what is and is not covered.

Throughout this "form(s)" the term "Named Insured" refers to the "Named Insured" shown in the "declarations", and any other person or organization qualifying as the "Named Insured" in respect of any property insured hereunder. The word "Insurer(s)" refers to the Company or Companies providing this insurance.

Other words and phrases that appear in quotation marks have the special meaning defined in the **DEFINITIONS** section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the "application" and the application information, and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of the property "form(s)", attached to and forming part of this policy, the "Insurer(s)" agrees with the "Named Insured" as follows:

INSURING AGREEMENT

In the event that any of the property insured is lost or damaged during the "policy period" as a result of the perils insured against, the "Insurer(s)" will pay the "Named Insured" for the direct loss, damage or expense so caused, up to a maximum amount and not exceeding whichever is the least of:

- (a) the value of the property as determined according to the Basis of Settlement as shown on the "declarations" at the time of the "occurrence";
- (b) the interest of the "Named Insured" in the property;
- (c) the "limit of insurance" shown on the "declarations" in respect of the property lost or damaged.

Provided, however, that where this "form(s)" covers property belonging to more than one person or interest, the "Insurer(s)" total liability for loss, damage and expense sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance shown on the "declarations".

INSURER'S LIABILITY UNDER THIS FORM

- (a) When a "catastrophic limit" is shown on the "declarations", the liability of the "Insurer(s)" under all property "form(s)" shown on the "declarations", for all loss, damage and expense arising out of one "occurrence" shall not exceed the "catastrophic limit" shown on the "declarations", whether such loss, damage or expense is caused by one, or more than one, peril. However, when a separate "limit of insurance" is indicated in this form(s), or on the "declarations" stating that a "limit of insurance" for a specific item or coverage is less than the "catastrophic limit", the "Insurer" shall not be liable for more than the "limit of insurance" specified for such item or coverage whether such "occurrence" is caused by one, or more than one peril.
- (b) When no "catastrophic limit" is shown on the "declarations" the liability of the "Insurer(s)" under all property "form(s)" shown on the "declarations" for all loss, damage and expense arising out of an "occurrence" shall not exceed the "limit of insurance" shown on the "declarations" whether such "occurrence" is caused by one, or more than one peril.

PROPERTY INSURED

Property insured must be:

- (a) described on the "declarations" as "property of every description", "building(s)", "other property", or "scheduled item(s)"; and
- (b) owned, leased, occupied or commandeered by the "Named Insured", or for which the "Named Insured" is legally liable.

except as specifically excluded elsewhere in this "form(s)".

DEDUCTIBLE

The "Insurer(s)" is liable for the amount by which the loss, damage or expense caused by any of the perils insured against exceeds the amount of the deductible shown on the "declarations" for any one "occurrence". Should any "occurrence" give rise to the application of more than one deductible amount as shown on the "declarations", only the highest deductible will be applied.

DUAL POLICY DEDUCTIBLE

When a physical damage loss is insured under an automobile policy issued to the "Named Insured" by the "Insurer(s)", then no deductible shall apply to property insured hereunder which is lost, damaged, or destroyed by a peril insured against under this "form(s)", caused by the same "occurrence" while in, on or attached to the same "automobile".

PERILS INSURED

All Risk Coverage:

When All Risk Coverage is indicated on the "declarations", this "form(s)", except as otherwise provided, insures against all risks of direct physical loss of, or damage to, the **PROPERTY INSURED**.

"Named Perils" Coverage:

When "named perils" Coverage is indicated on the "declarations", this "form(s)" insures against direct physical loss or damage to the **PROPERTY INSURED** as a result of "named perils" as defined herein.

EXCLUSIONS

These exclusions apply to all loss, damage and expenses save to the extent that coverage is specifically granted in the **SUPPLEMENTAL COVERAGES**.

A. PROPERTY EXCLUDED

This "form(s)" does not insure loss of or damage to:

- (a) money, bullion, "cash cards", securities, stamps, tickets (except lottery tickets held for sale) and tokens, precious metals and alloys, evidence of debt or title;
- (b) furs, fur garments, jewellery, costume jewellery, watches, pearls, and precious or semi-precious stones;
- (c) "automobiles", watercraft over 30 feet in length, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property.

This exclusion (c) does not apply to;

- (1) "automobiles" while in storage;
- (2) "automobiles" or unlicensed trailers used in the business of the "Named Insured" when on the "premises" and not insured under a motor vehicle policy;
- (d) growing plants, lawns, shrubs or trees, unless located within "building(s)" insured by this "form(s)";
- (e) personal effects of others the "Named Insured" is not legally liable for;
- (f) retaining walls, walls, bridges, dams and tunnels when not forming part of a "building(s)" insured hereunder;
- (g) sewers, culverts, drains or water mains located outside the "premises" of the "Named Insured";
- (h) street lighting, roadside fencing, road signs, parking meters, pole mounted transformers, antennae (including satellite receivers) and equipment attached thereto, other meters, hot water heaters, valves, hydrants, poles, pipes, wiring, cables, water distribution systems, natural gas, other power or energy distribution or transmission lines, traffic control systems, after such property has been installed away from the "Named Insured's" "premises" but this exclusion (h) does not apply to arena, park or sports field floodlighting systems;
- (i) roadways, walkways, sidewalks, driveways, paved parking lots and other exterior paved surfaces;
- (j) land, land value or land improvements and water, except water which is normally contained within any type of fully enclosed; tank, reservoir, container, piping system or other process equipment;
- (k) docks except while in storage, wharves or piers;
- (l) live animals, fish or birds;
- (m) property insured hereunder while insured under the terms of any Ocean Marine Insurance;
- (n) property illegally acquired, kept, stored or transported;
- (o) illegal substances, and paraphernalia used with such illegal substances, seized or confiscated for breach of any law or by order of any public authority, or other substances that fall within the Schedules to the *Controlled Drugs and Substances Act*. SC 1996, c. 19 and any amendments thereto;
- (p) property insured and seized for non-payment of Municipal taxes;
- (q) property at "premises" which are "vacant";
- (r) "fine arts";
- (s) electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage;
- (t)
 - (1) any pressure vessel having a normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
 - (2) any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use);

caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of property as described in (1) & (2) above while connected ready for use;

This exclusion (t) does not apply to:

- (i) manually portable gas cylinders;
- (ii) explosion of natural, coal or manufactured gas;

- (iii) explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;
- (u) "electronic computer systems hardware", "electronic media", "data", and related "electronic computer systems extra expense" or "electronic computer systems breakdown";
- (v) "valuable papers and records";
- (w) accounts receivable records;
- (x) "building(s)" in the course of, or under construction;
- (y) property while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion as defined under "named perils".

B. PERILS EXCLUDED

The following exclusions apply regardless of 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 "occurrence".

This "form(s)" does not insure loss, damage or expenses caused directly or indirectly:

- (a) in whole or in part by "earthquake". This exclusion (a) does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", leakage from a water main or to property in transit;
- (b) in whole or in part by "flood". This exclusion (b) does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", leakage from a water main, or to property in transit;
- (c) (1) 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(s)";
- (2) 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(s)";

This exclusion (c) does not apply to "other property";

- (d) to "property of every description" by snowslide, landslide, subsidence or other earth movement whether naturally occurring or not. This exclusion (d) does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", leakage from a water main or to property in transit;
- (e) by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located;
- (f) by centrifugal force, mechanical or electrical breakdown or derangement, in or on the "premises". This exclusion (f) does not apply to loss or damage caused directly by resultant fire;
- (g) by settling, expansion, contraction, moving, shifting or cracking. This exclusion (g) does not apply to loss or damage caused directly and concurrently by a peril not otherwise excluded in this "form";
- (h) 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 "Named Insured":
 - (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) any 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 (h) (3) does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimeters (24 inches) or less used for the heating and storage of hot water for domestic use or air storage tanks of 10 square feet or less;
 - (4) moving or rotating machinery or parts thereof;
 - (5) 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;
 - (6) gas turbines;

This exclusion (h) does not apply to loss or damage caused by resultant fire;

- (i) by smoke from agricultural smudging or industrial operations;
- (j) (1) by dampness or dryness of atmosphere, changes in temperature, contamination, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish;
- (2) this exclusion (j) does not apply to loss or damage caused directly by freezing to any "building(s)" which is not "vacant" when caused concurrently and directly by a peril not otherwise excluded in this "form(s)";
- (k) by marring, scratching or crushing unless directly caused by a peril not otherwise excluded elsewhere in this "form(s)". This exclusion (k) does not apply to loss or damage caused directly by an accident to a transporting conveyance;
- (l) by rodents, insects, vermin, bats, raccoons, skunks and birds except that resultant damage shall be covered when caused by a peril not otherwise excluded elsewhere in this "form(s)";

- (m) by delay, loss of market, loss of use or occupancy, fines or penalties;
 - (n) 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;
 - (o) (1) by any dishonest or criminal act committed by the "Named Insured" or any agent of the "Named Insured", acting alone or in collusion with others;
 - (2) by theft or attempted theft committed by any employee of the "Named Insured", acting alone or in collusion with others;
 - (3) by any dishonest or criminal act committed by anyone, other than as stated above, when the "Named Insured" or any agent of the "Named Insured" knew or ought to have known prior to the loss or damage of the dishonest or criminal act;
- Item (3) of exclusion (o) does not apply if, upon becoming aware of the dishonest or criminal act, the "Named Insured" or any agent of the "Named Insured" immediately notifies the police and the "Insurer(s)".

C. POLLUTION EXCLUSION

The following exclusion applies regardless of 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 "occurrence".

This "form(s)" does not insure:

- (a) loss, damage or expense 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";
- (b) the 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. DATA EXCLUSION

The following exclusion applies regardless of 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 "occurrence".

This "form(s)" does not insure loss, damage or expense caused directly or indirectly:

- (a) to "data";
- (b) by a "data problem".

This exclusion D. (b) does not apply to resultant loss or damage caused directly by "Named Perils".

E. "FUNGI" AND "SPORES" EXCLUSION

The following exclusion applies regardless of 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 "occurrence".

This "form(s)" does not insure loss, damage or expense caused directly or indirectly:

- (a) by any "fungi" or "spores" unless loss, damage or expense is caused by a peril not otherwise excluded in this form;
- (b) cost or expense for any testing, monitoring, evaluating or assessing of "fungi", or "spores".

F. TERRORISM EXCLUSION

The following exclusion applies regardless of 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 "occurrence".

This "form(s)" does not insure loss, damage or expense caused directly or indirectly by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

G. NUCLEAR EXCLUSION

The following exclusion applies regardless of 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 "occurrence".

This "form(s)" does not insure loss or damage:

- (a) caused directly or indirectly by any nuclear, atomic or radioactive material or substances in any form, device, state or process; or
- (b) that is insurable or insured under nuclear or atomic pool insurance or any other form of insurance specifically available for nuclear or atomic risks, (collectively a "nuclear loss").

Notwithstanding the above, this exclusion G. shall not apply to any loss, damage, cost or expense caused directly by radioactive isotopes which are used in the ordinary course of any non-governmental scientific, medical, agricultural or industrial business that does not involve in whole or in part the generation of electricity through or by use of nuclear, atomic or radioactive material, substances or processes. This paragraph does not apply to loss, damage, cost or expense caused by radioactive contamination.

H. OTHER EXCLUDED LOSSES

The following exclusions apply regardless of 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 "occurrence".

This "form(s)" does not insure loss, damage or expense:

- (a) caused directly or indirectly by wear and tear;
- (b) caused directly or indirectly by rust or corrosion, gradual deterioration, rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

Items (a) and (b) above do not apply to loss or damage caused directly by a peril not otherwise excluded in this "form(s)".

- (c) consisting of or equal to the cost of making good:
 - (1) faulty or improper material;
 - (2) faulty or improper workmanship;
 - (3) faulty or improper design.

This exclusion (c) does not apply to loss or damage caused directly by a peril not otherwise excluded in this "form(s)".

- (d) caused directly or indirectly by mysterious disappearance, or shortage of insured property disclosed on taking inventory;
- (e) consisting of or equal to any loss, cost or expense 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 "building(s)" or which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

SUPPLEMENTAL COVERAGES

The following conditions apply to all Supplemental Coverage(s) shown in this "form(s)":

- (a) Supplemental Coverage(s) are subject to all terms, conditions and exclusions save to the extent that coverage is specifically granted in the Supplemental Coverages;
- (b) Supplemental Coverage(s) shall be subject to the "limit of insurance" for each Supplemental Coverage as shown on the "declarations". The "limits of insurance" shown for each Supplemental Coverage shall not increase the "total sum insured" under this "form(s)" unless otherwise indicated. Should any "occurrence" give rise to the application of more than one "limit of insurance" under this "form(s)", the "Insurer(s)" shall only be liable for the highest "limit of insurance" unless a "catastrophic limit" is shown and then the "catastrophic limit" is the most that the "Insurer(s)" is liable for in any one "occurrence" regardless of the number of coverages or "premises" involved in the "occurrence";
- (c) Supplemental Coverage(s) shall not apply if the coverage afforded by these supplemental coverages is more specifically insured elsewhere;
- (d) Supplemental Coverage(s) are subject to the Deductible shown on the "declarations".

"Building" By-laws

- (a) Without increasing the "limit of insurance" and only as a result of a peril insured against, this insurance is extended to indemnify the "Named Insured" for loss or damage "building(s)" insured by this "form(s)" for:
 - (1) loss occasioned by the demolition of any undamaged portion of the "building(s)";
 - (2) the cost of demolishing and clearing the site of any undamaged portion of the "building(s)";
 - (3) any increase in the cost of repairing, replacing, constructing or reconstructing the "building(s)" on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy.

arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which:

- (i) regulates zoning or the demolition, repair or construction of damaged building(s); and
- (ii) is in force at the time of the "occurrence".

- (b) Additional Exclusions

This "Building(s)" By-laws Supplemental Coverage does not insure:

- (1) loss, damage or expense resulting from any increase in the cost of repairing, replacing, constructing or reconstructing the "building(s)" due to the enforcement of any by-law, regulation, ordinance or law which prohibits the "Named Insured" from rebuilding or repairing on the same site or on an adjacent site, of like height, floor area and style, or prohibits continuance of like occupancy;
- (2) loss, damage or expense resulting from the enforcement of any by-law, regulation, ordinance or law which the "Named Insured" was legally obligated to comply with prior to the time of the insured direct physical loss or damage;
- (3) locations which are "vacant";
- (4) Pollution exclusion:

The following exclusion applies regardless of 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 "occurrence".

This "Building(s)" By-laws Supplemental Coverage does not insure:

- (i) loss, damage or expense resulting directly or indirectly from any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting "clean-up";

- (ii) 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".

"Building" Damage by Theft

This "form(s)" insures damage (except by fire) to that part of a "building(s)" occupied by the "Named Insured" directly resulting from theft, or any attempt thereat, vandalism or malicious acts, provided the "Named Insured" is legally liable for such damage and is not the owner of such "building(s)" and the "building(s)" are not otherwise insured hereunder.

Debris Removal Expense

This Debris Removal Expense Supplemental Coverage shall only apply to loss or damage not resulting directly or indirectly from the enforcement of a Building By-Law or coverage as provided under the Supplemental Coverage "Building(s)" By-laws as shown in this "form(s)". Coverage under this "form(s)" is extended for:

- (a) Loss or Damage to Insured Property:

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

- (b) Removal of Windstorm Debris:

The "Insurer(s)" will indemnify the "Named Insured" for expenses incurred in the removal of debris or "other property" which is not insured by this "form(s)" which has been blown by windstorm upon the "premises".

The amount payable under (b) of this Debris Removal Supplemental Coverage shall not exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.

- (c) The following Pollution exclusion is applicable to this Debris Removal Supplemental Coverage and applies regardless of 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 "occurrence".

This Debris Removal Expense Supplemental Coverage does not insure:

- (1) loss, damage or expense resulting directly or indirectly from any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting "clean-up";
- (2) 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".

Electronic Computer Systems

- (a) All Risk Coverage under this "form(s)" is extended to cover direct physical loss of, or damage caused by a peril insured against to "electronic computer systems hardware" and "electronic media".

- (b) "Named Perils" under this "form(s)" is automatically extended to cover direct physical loss of, or damage caused by a peril insured against to "data", but only when stored on "premises" insured hereunder except as stored on "mobile personal computing devices" owned by the "Named Insured".

- (c) "Electronic Computer Systems Breakdown" and "Electronic Computer Systems Extra Expense" Coverage:

When a specific "limit of insurance" is shown on the "declarations" for "electronic computer systems extra expense" the "limit of insurance" specified is in addition to the "total sum insured".

- (1) coverage under this "form(s)" is extended to cover direct physical loss of, or damage to, "electronic computer systems" caused by:

- (i) mechanical or electrical breakdown or machinery breakdown;
- (ii) short circuit, blow out or other electrical disturbance;
- (iii) faulty construction, error in design.
- (iv) A "data problem" other than misappropriation but only for resulting direct physical loss to "electronic computer systems hardware".

However this "electronic computer systems breakdown" coverage does not apply to "data".

- (2) "Electronic Computer Systems Extra Expense":

Coverage under this "form(s)" is extended for "electronic computer systems extra expenses" from loss or damage to "electronic computer systems" or from "electronic computer systems breakdown" up to the "period of restoration" as shown on the "declarations".

- (d) Additional Exclusions applying to Electronic Computer Systems Supplemental Coverage:
This Electronic Computer Systems Supplemental Coverage does not insure:
- (1) electronic systems that control production machinery or the production machinery itself or any memory bank attached to the production machinery;
 - (2) property in the course of manufacture or property the "Named Insured" holds for sale or demonstration;
 - (3) accounts, bills, evidence of debt or "valuable papers and records";
 - (4) property rented or leased to others while away from the "premises" of the "Named Insured";
 - (5) error or omission in machine programming or instructions to machines;
 - (6) any loss, damage or expense caused by a "data breach";
 - (7) any "electronic media" which cannot be replaced with others of the same kind and quality.
- (e) Valuation:
- (1) "Electronic media": the "Insurer(s)" liability shall not exceed the cost of the original media plus the cost of reproducing from duplicates or from originals of the previous generation of the media, but no liability is assumed for the cost of gathering or assembling information or "data" for such reproduction. If the information is not replaced or restored, the "Insurer(s)" will pay the original media value.
 - (2) "Electronic computer systems hardware": the "replacement cost" at the time of the "occurrence" but in no event to exceed what it would cost to repair or replace with material of like kind, size, capacity and quality.
 - (i) Coverage is automatically provided for any increase in the "replacement cost" of "electronic computer systems hardware" which has been directly lost or damaged by perils insured against and which the "Named Insured" elects to replace with newer "electronic computer systems hardware" of similar or greater capacity, processing ability or efficiency only if:
 1. the "Named Insured" actually replaces the lost or damaged "electronic computer systems hardware" with newer "electronic computer systems hardware" of similar or greater capacity, processing ability or efficiency; and
 2. the damage to the original "electronic computer systems hardware" equals or exceeds the actual cash value of such "electronic computer systems hardware".
 - (ii) Difference in Coverage Conditions: If the "electronic computer systems hardware" is rented to the "Named Insured", coverage shall be for the Difference in Conditions between the protection afforded by the lessor under the provisions of the rental agreement and the coverages provided under this Electronic Computer Systems Supplemental Coverage.
 - (3) Electronic "data": the amount actually and necessarily expended for re-establishing, gathering or assembling information and for replacing instructions to reproduce the lost or destroyed "data".

Expediting Expense

The "Insurer(s)" will pay for the reasonable and necessary expenses to expedite emergency or temporary repairs, permanent repairs or permanent replacement of any insured property that is lost or damaged as a direct result of a peril insured.

These expenses will include overtime wages and the additional cost of express or other rapid means of transportation.

However, in no event will these expenses include expenses insured elsewhere or any costs incurred by the "Named Insured" for the temporary rental of property or the temporary replacement of lost or damaged property.

Fire or Police Department Service Charges

- (a) Coverage under this "form(s)" is extended to Municipal or private fire department charges and firefighting expenses where firefighting equipment and personnel are required to save or protect insured property from an insured peril. Coverage is extended to only those service charges the "Named Insured" is liable for and for which the "Named Insured" has received directly from:
 - (1) the "Named Insured's" Municipal fire department;
 - (2) the "Named Insured's" Municipal police department;
 - (3) a neighbouring Municipality's fire department or police department for which there is no agreement between the "Named Insured" and another Municipality.
- (b) Additional "Limit of Insurance":
When a specific "limit of insurance" is shown on the "declarations" for this Fire or Police Department Service Charges Supplemental Coverage, the amount specified is in addition to the "total sum insured", if the amount payable exceeds the "total sum insured" in any one "occurrence".
- (c) Additional Exclusions:
This Fire or Police Department Service Charges Supplemental Coverage does not apply to costs or expenses:
 - (1) associated with any forest fire regardless of whether the "premises" is insured hereunder or not;
 - (2) incurred by the "Named Insured" if the "Named Insured" operates or controls the responding fire, police or other emergency response department.

First Party Pollution "Clean-up"

- (a) This "form(s)" is extended to include the expense incurred by the "Named Insured" to contain, remove, treat, detoxify, stabilize, neutralize or remediate "pollutants" from the "premises" insured hereunder, if the spill, leakage, discharge, dispersal, seepage, migration, release or escape of the "pollutants":
 - (1) is directly the result of a peril insured against under this "form(s)"; and
 - (2) results from covered loss of or damage to insured property at "premises" insured hereunder; and
 - (3) first occurs during the "policy period"; and
 - (4) is reported to the "Insurer(s)" within 180 days of the commencement of the spill, leakage, discharge, dispersal, seepage, migration, release or escape of the "pollutants".
- (b) Additional Exclusions:

This First Party Pollution "Clean-up" Supplemental Coverage does not insure against:

 - (1) expenses for "clean-up" if the "Named Insured" is not legally liable for the "pollutants";
 - (2) any cost or expense to test, monitor or assess the existence, concentration or effects of "pollutants" other than testing which is performed in the course of containing, removing, treating, detoxifying, stabilizing, neutralizing or remediating extracting the "pollutants" in or on the land or water or atmosphere; and
 - (3) "contagions"

"Fungi" and "Spores"

Coverage under this "form(s)" is extended to cover the cost or expense for any testing, evaluating or monitoring for "fungi" or "spores" required due to loss or damage directly caused by a peril insured and not otherwise excluded in this "form(s)".

Furs, Jewellery and "Ceremonial Regalia"

- (a) Coverage under this "form(s)" is extended to "ceremonial regalia" the "Named Insured" owns or is legally liable for subject to the following:
 - (1) coverage is provided on an All Risk basis;
 - (2) the Basis of Settlement shall be on a "replacement cost" basis.
- (b) Coverage is automatically extended to furs, fur garments, jewellery, costume jewellery, watches, pearls, precious and semi-precious stones, precious metals and alloys other than "ceremonial regalia" the "Named Insured" owns or is legally liable for subject to the following:
 - (1) coverage is provided on a "Named Perils" coverage plus theft or attempted theft;
 - (2) the Basis of Settlement shall be "replacement cost".

Inflation Adjustment

It is agreed that the amount of insurance applicable to "building(s)" shall automatically be increased at the time of loss by the percentage by which the latest published Statistics Canada Non-Residential Construction Price Indexes has increased since the inception date of the most recent "policy period".

If two or more "building(s)" are affected, the foregoing will apply separately to each item.

Live Animals, Birds or Fish

- (a) Coverage under this "form(s)" is extended to live animals, birds and fish owned or acquired by the "Named Insured" for loss resulting in death, destruction or physical injury that renders the animal, bird or fish unable to perform its designated duties, subject to the following:
 - (1) coverage provided for "Named Perils"; and the following additional perils of:
 - (i) theft and attempted theft;
 - (ii) collapse of "building(s)", bridges and culverts;
 - (iii) attack by dogs or wild animals;
 - (iv) collision, derailment or the overturn of a vehicle or transporting vessel on which the insured property is being transported;
 - (v) collision with any vehicle, unless said vehicle is owned or operated by the "Named Insured";
 - (vi) drowning, freezing, sunstroke, inhalation of gas vapours or smoke and poisoning;
 - (vii) accidental shooting;
 - (viii) artificial electricity.
- (b) The Basis of Settlement shall be Actual Cash Value.

(c) Additional Exclusions:

This Live Animals, Birds or Fish Supplemental Coverage does not apply to:

- (1) butterfly conservatories;
- (2) bird sanctuaries;
- (3) zoo operations;
- (4) aquaculture or fishing operations;
- (5) equine operations having more than three (3) equine;
- (6) theft by the "Named Insured(s)" employee(s);
- (7) racehorses.

(d) Coverage shall cease at the earliest of:

- (1) the inception of more specific insurance; or
- (2) the expiration of the "policy period".

(e) If there is no other covered damage, destruction or loss claimed for at the time of a loss under this Supplemental Coverage, no deductible shall apply to this Supplemental Coverage.

Newly Acquired Property

(a) All Risk Coverage under this "form(s)" is extended for newly acquired "property of every description".

(b) Coverage under (a) of this Newly Acquired Property Supplemental Coverage attaches at the time of acquisition and terminates at the earliest of:

- (1) a period of one hundred twenty (120) days;
- (2) the inception date of an endorsement when such "property of every description" is to be specifically insured under this "form(s)";
- (3) the date of notification by the "Named Insured" or an Authorized Agent of the "Named Insured" to the "Insurer(s)" that the "Named Insured" does not require coverage for such "property of every description" under this "form(s)";
- (4) such time as the "Insurer(s)" declines to provide coverage;
- (5) at the expiration of this "policy period".

(c) Conditions:

The following Additional Condition is applicable to this Newly Acquired Property Supplemental Coverage:

- (1) any additional premium required from the "Named Insured" for this Newly Acquired Property Supplemental Coverage shall be effected from the date of acquisition.

(d) Additional Exclusions:

This Newly Acquired Property Supplemental Coverage does not apply to:

- (1) property while at any exhibition site;
- (2) "fine arts";
- (3) "vacant" "building(s)";
- (4) any "building(s)" that is in the course of construction.

Professional Fees

(a) Coverage under this "form(s)" is extended to pay reasonable fees necessarily incurred by "insured" to auditors, accountants, architects, engineers or other external professionals, excluding the "Named Insured's" own employees and public adjusters, for producing and certifying particulars or details of the "Named Insured's" business required from the "Named Insured" in order to arrive at the amount of the loss payable under this insurance in the event of a claim. This Supplemental Coverage applies only to fees incurred in establishing the quantum of a loss.

(b) Additional "Limit of Insurance":

When a specific "limit of insurance" is shown on the "declarations" for this Professional Fees Supplemental Coverage, the amount specified is in addition to the "total sum insured", if the amount payable exceeds the "total sum insured" in any one "occurrence".

Property at Unnamed Locations

(a) If property insured is shown as a "scheduled item(s)" on the "declarations", coverage is automatically extended to "property of every description" at unnamed locations owned, leased or operated by the "Named Insured".

(b) Additional Exclusions:

This Property at Unnamed Locations Supplemental Coverage does not apply to:

- (1) property while at any exhibition site;
- (2) "fine arts";
- (3) loss or damage caused directly or indirectly for "earthquake" or "flood" even if insured elsewhere in this "form";
- (4) "vacant" "building(s)";
- (5) any "building(s)" that are in the course of construction.

Property Temporarily Removed Including while on Exhibition and during Transit

- (a) Coverage under this "form(s)" is extended for "other property" insured hereunder while temporarily removed to any other "premises" occupied (but not owned) by the "Named Insured" including any exhibition site. Coverage is provided while at such temporary location and in course of transit. This Property Temporarily Removed Including while on Exhibition and during Transit Supplemental Coverage includes transit shipments in custody of a carrier under a "shipping document" and to and from any exhibition site.
- (b) Additional Exclusion:
This Property Temporarily Removed Including while on Exhibition and during Transit Supplemental Coverage does not apply to "fine arts".

Recharge of Fire Protection Equipment Expense

- (a) This "form(s)" is extended to cover reimbursement of the "Named Insured" for expenses actually incurred to recharge an automatic fire suppression system as a direct result of a peril insured against.
- (b) Additional "Limit of Insurance":
When a specific "limit of insurance" is shown on the "declarations" for this Recharge of Fire Protection Equipment Expense Supplemental Coverage, the amount specified is in addition to the "total sum insured", if the amount payable exceeds the "total sum insured" in any one "occurrence".

Sewer Backup and Overflow

This "form(s)" is extended to provide coverage for loss or damage to the property insured caused by the backing up or overflow of water from sewers, sumps, septic tanks or drains located on or inside "building(s)".

COVERAGE TERRITORY

The insurance afforded under this "form(s)", applies worldwide unless otherwise endorsed hereon.

LOSS CONDITIONS

Co-insurance

The co-insurance is 'Nil' unless a co-insurance percentage is specified on the "declarations".

When a co-insurance percentage is specified on the "declarations", the co-insurance percentage applies only where the amount of loss, damage or expense exceeds the lesser of 2% of the applicable "limit of insurance" or five thousand dollars (\$5,000).

The "Named Insured" shall maintain insurance concurrent with this "form(s)", on the insured property to the extent of at least the amount produced by multiplying the value of the property as determined in Basis of Settlement clause by the co-insurance percentage specified on the "declarations". If the "Named Insured" fails to do so, the "Named Insured" shall be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

Property of Others

At the option of the "Named Insured", any covered loss of, or damage to, "property of every description" insured may be paid to the "Named Insured" or adjusted with and paid to the customer or the owner of the property.

BASIS OF SETTLEMENT

In the event of loss or damage covered by this "form(s)", valuation of property shall be in accordance with the Basis of Settlement as indicated on the "declarations" and the provisions below.

"Replacement cost"

In the event of loss or damage to "property of every description", "building(s)", "other property", or "scheduled item(s)", the "Insurer(s)" agrees to make settlement on the basis of "replacement cost" unless otherwise indicated on the "declarations" and subject to the following conditions:

- (a) replacement shall be effected by the "Named Insured" with due diligence and dispatch;
- (b) settlement on a "replacement cost" basis shall be made only when replacement has been effected by the "Named Insured" and in no event shall it exceed the amount actually and necessarily expended for such replacement;
- (c) "building(s)" replacement need not be effected on the same site, provided that the "Insurer" shall not be liable for that portion of the increased "replacement cost" that is directly attributable to the change of site to this clause.

Failing compliance by the "Named Insured" with any of the foregoing conditions, settlement shall be made on an Actual Cash Value basis.

This clause does not apply to any increases in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

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

The "Named Insured" may at any time elect to settle on an Actual Cash Value Basis.

Special Basis of Settlement

With respect to the property listed below, valuation shall be determined as follows:

- (a) On property of others in the custody or control of the "Named Insured" for the purpose of performing work upon it:
 - (1) the amount for which the "Named Insured" is liable but in no event to exceed the actual cash value at the time and place of the "occurrence".
- (b) Tenant's Improvements: The liability of the "Insurer(s)" shall be determined as follows:
 - (1) if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended for such replacement, subject to the provisions of "replacement cost".
 - (2) if not repaired or replaced with due diligence and dispatch after such "occurrence", that portion of the original cost of the damaged or destroyed tenant's improvements which the unexpired term of the lease at the time of loss bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease.
- (c) On all "other property" insured under this "form(s)", and for which no specific conditions have been set out, the "replacement cost" at the time of the "occurrence" but in no event to exceed what it would then cost to repair or replace with material of like kind, size, capacity and quality;
- (d) The "Named Insured" may at any time elect to settle on an Actual Cash Value Basis.

Valued Basis

When property is insured on a Valued Basis, settlement shall be based on the amount valued at and insured for, stated in the "declarations".

Actual Cash Value Basis

If property is insured on an Actual Cash Value Basis as indicated on the "declarations", or the "Named Insured" elects to settle on an Actual Cash Value Basis, settlement shall be based on the actual cash value of the property at the time of the "occurrence" or the amount stated on the "declarations", whichever is the least.

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 "occurrence", the resale value, the normal life expectancy of the property and obsolescence.

LOSS AGREEMENT CLAUSE

With respect to this insurance it is agreed that:

- (a) If, on the date of the "occurrence", there is valid Equipment Breakdown Insurance in force covering property, or other insurable interests of the "Named Insured" affected by the "occurrence", the "Insurer(s)" providing such insurance being hereinafter called the "Equipment Breakdown Insurer"; and
- (b) If there is disagreement between the "Insurer(s)" under this contract and the "Equipment Breakdown Insurer" as to either:
 - (1) the proportion of loss to be paid by each "Insurer(s)"; or
 - (2) which "Insurer(s)" is liable,

and always provided that all "Insurer(s)" have agreed that a recoverable loss exists under one or all of the "form(s)" of the respective "Insurer(s)", then upon written request of the "Named Insured", the "Insurer(s)" under this contract will pay one-half of the amount in disagreement which shall not exceed the lesser of the amount still available under this insurance, or the amount still available under the Equipment Breakdown Forms, after making provision in each case for any undisputed loss payable under any of the said "form(s)" or Policies, subject to the following conditions:

- (i) the amount of the recoverable loss is agreed upon by the "Named Insured" and the "Insurer(s)";
- (ii) the "Equipment Breakdown Insurer" and the "Insurer(s)" under this contract have certified to the "Named Insured" that they have entered into an agreement providing for settlement of such disputes;
- (iii) all Property "form(s)" and all Equipment Breakdown Forms in force in the name of the "Named Insured" at the time of loss covering property, or other insurable interest of the "Named Insured" affected by the "occurrence" have been endorsed with an agreement identical to this agreement, subject only to the necessary changes;

- (iv) the "Insurer(s)" shall furnish full co-operation by providing any information, "data", evidence or witnesses to assist in the final disposition of the said loss in disagreement;
- (v) upon payment to the "Named Insured" as provided in this agreement, the "Named Insured" and any parties having interest in the said "form(s)" and Policies shall give a complete release of all claims against all "Insurer(s)";
- (vi) the terms of this Loss Agreement shall not increase or otherwise affect the limits of insurance provided by this "form(s)".

DEFINITIONS

- (a) **"Application"** means all signed "applications", including materials and attachments prepared specifically for and submitted therewith, for this insurance and for any similar insurance in an uninterrupted series of policies issued by the "Insurer(s)" of which this "form(s)" is a renewal or replacement.
All such "applications", attachments and materials are deemed attached to and incorporated into this "form(s)".
- (b) **"Automobile"** means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads and 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.
- (c) **"Blanket Limit"** is the total value of all "property of every description", "building(s)" or "other property" as described on the "declarations" for all locations insured under this "form(s)", excluding any limits shown as "scheduled item(s)" or items specifically listed as excluded.
- (d) **"Building(s)"** means while located on the "premises":
 - (1) any fixed structures;
 - (2) additions and extensions communicating and in contact with fixed structures;
 - (3) permanent fittings and fixtures attached to and forming part of the fixed structures;
 - (4) tenants improvements that have been made to the fixed structures.
- (e) **"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.
- (f) **"Catastrophic Limit"** means maximum amount payable for all coverage(s) under all "form(s)" in respect of any one "occurrence" not exceeding the amount specifically shown on the "declarations".
- (g) **"Ceremonial Regalia"** means emblems, specialized symbols or other paraphernalia indicative of an office or membership including chains of office.
- (h) **"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.
- (i) **"Contagion"** means disease transmission by direct or indirect contact.
- (j) **"Data"** means representations of information or concepts, in any form, and regardless of the medium in which it is stored or through which it is transmitted.
- (k) **"Data Breach"** means the unauthorized taking, accessing, acquisition, obtaining, use or disclosure of information on a computer system, including "mobile personal computing devices".
- (l) **"Data Problem"** means:
 - (1) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
 - (2) error in creating, amending, entering, deleting or using "data";
 - (3) inability to receive, transmit or use "data".
- (m) **"Declarations"** means the "declarations" page, including any associated schedules of coverage or summary of coverage, applicable to this "form(s)".
- (n) **"Earthquake"** includes snowslide, subsidence, landslide or other earth movements occurring concurrently with and directly resulting from an "earthquake" shock.
- (o) **"Electronic Computer Systems Breakdown"** means sudden and accidental physical damage to "electronic computer systems hardware" resulting in failure of the "electronic computer systems hardware" which requires the repair or replacement of the "electronic computer systems hardware" or part of the "electronic computer systems hardware".
"Electronic computer systems breakdown" does not mean:
 - (1) depletion, deterioration, corrosion or erosion of material;
 - (2) wear and tear;
 - (3) the functioning of any safety or protective device; nor
 - (4) the failure of a structure of foundation supporting the "electronic computer systems hardware" or a part of the "electronic computer systems hardware".

- (p) **"Electronic Computer Systems Extra Expense"** means the excess total cost during the "period of restoration" over and above any costs that would normally have been incurred had no loss, damage or breakdown occurred.
- "Electronic computer systems extra expense" does not include:
- (1) any expenditures incurred in the purchase, construction, repair or replacement of any physical property unless incurred for the purpose of reducing any loss as provided for under this "form(s)" not exceeding, the amount in which the loss is so reduced;
 - (2) any business income loss other than the extra expenses described in (1) above
- (q) **"Electronic Computer Systems Hardware"** means physical computer devices for electronic storage equipment and components, connections, extensions and systems and "mobile personal computing devices" owned by or leased to, and under the control of the "Named Insured", or for which the "Named Insured" is liable.
- (r) **"Electronic Media"** means pre-packaged software, applications and programs unless proprietary or customized solely for the "Named Insured" but not including "data".
- (s) **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art such as valuable rugs, statuary, monuments, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, stained glass and bric-a-brac of rarity, historical value or artistic merit
- (t) **"Fire Protective Equipment"** includes tanks, "watermains", hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
- (1) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - (2) any "watermains" or appurtenances located outside of the premises and forming a part of the public water distribution system;
 - (3) any pond or reservoir in which the water is impounded by a dam.
- (u) **"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.
- (v) **"Form(s)"** includes this property "form(s)" and all endorsements and other "form(s)" forming part thereof.
- (w) **"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.
- (x) **"Leakage from Fire Protective Equipment"** means the leakage or discharge of water or other substance from within the "fire protection equipment" for the "premises" or for adjoining "premises" and loss or damage caused by the fall or breakage or freezing of the "fire protection equipment".
- (y) **"Limit of Insurance"** means the "blanket limit", "total sum insured", "catastrophic limit", any specific "limit of insurance" indicated for "scheduled item(s)" or other such "limit of insurance" as indicated in this "form(s)" or on the "declarations".
- (z) **"Malicious Acts"** means all acts of a malicious nature, except theft or attempted theft.
- (aa) **"Mobile Personal Computing Devices"** means technology that allows transmission of "data", voice and video via a computer or any other wireless enabled device without having to be connected to a fixed physical link.
- (bb) **"Named Perils"** means:
- (1) fire or lightning;
 - (2) explosion: however, except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the "Named Insured":
 - (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;
 - (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) 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 therefrom;
 - (iv) smelt dissolving tanks;
 - (v) 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 except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
 - (vi) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
 - (vii) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion (bb) (2) (vii) shall not apply to "other property" insured hereunder that has been damaged by such explosion;
 - (viii) gas turbines.

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

- 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.
- (3) impact by aircraft, spacecraft or land vehicle. The terms aircraft and spacecraft include articles dropped therefrom.

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 "Named Insured" or any of his/her employees;
 - (ii) to aircraft, spacecraft or land vehicles causing the loss;
 - (iii) caused by any aircraft or spacecraft when being taxed or moved inside or outside of "building(s)".
- (4) "riot", vandalism or "malicious acts".

There shall in no event be any liability hereunder 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;
 - (iii) due to theft or attempt thereat.
- (5) smoke. The term smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace;
- (6) "leakage from fire protective equipment".
- (7) windstorm or hail. There shall in no event be any liability hereunder for loss or damage:
- (i) to the interior of the "building(s)" insured or their "other property" 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, snowload, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence or landslide.

- (cc) **"Occurrence"** means any one loss or series of losses arising from the same event. If the inception of the event causing loss occurs prior to the date of the expiration of this Policy, then the "Insurer" will be liable for any loss incurred after the expiration of this Policy, as a result of the event.
- (dd) **"Other Property"** means property other than "building(s)".
- (ee) **"Period of Restoration"** means the time period that begins on the specific date the actual interruption of the use of the "Named Insured's" electronic hardware, "electronic media" or "data" begins, and ends on the specific date that the actual interruption of the use of the electronic hardware, "electronic media" or "data" ends. In no event, however, shall the "period of restoration" mean a time period exceeding the time period shown on the "declarations".
- (ff) **"Policy Period"** means the time span as shown on the "declarations" commencing with the effective date of the "form(s)", until its expiry date, and if there is no definite expiry date set out in the "declarations", then until such time as the "form(s)" is cancelled or terminated in accordance with the terms herein.
- (gg) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals, "contagions" and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (hh) **"Premises"** means the entire area within the perimeter of the property lines upon which "property of every description" and "scheduled item(s)" insured by this policy are located.
- (ii) **"Property of Every Description"** means "building(s)" and "other property" as described on the "declarations", excluding any limits shown as "scheduled item(s)" or items specifically listed as excluded.
- (jj) **"Replacement Cost"** means: whichever is the least of the cost of replacing, repairing, constructing or reconstructing the property on the same site with property of like kind, capacity, size and quality and for like occupancy without deduction for depreciation; In the event that property of like kind, capacity, size and quality is not obtainable, property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function, shall be deemed to be new property of like kind, capacity, size and quality.
- (kk) **"Riot"** includes open assemblies of strikers inside or outside the "premises" who have quitted work and of locked-out employees.
- (ll) **"Scheduled Item(s)"** means items specifically listed on the "declarations" as having a separate and individual insured value.
- (mm) **"Shipping Document"** means a tariff document, bill of lading, shipping receipt, freight bill or contract for services.
- (nn) **"Spores"** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".
- (oo) **"Surface Water"** means water or natural precipitation temporarily diffused over the surface of the ground.
- (pp) **"Total Sum Insured"** means the sum of the "blanket limit" and sum of all "scheduled item(s)" as shown on the "declarations".

- (qq) **"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.
- (rr) **"Valuable Papers and Records"** means written, printed, or otherwise inscribed documents and records, including books, written bylaws, tax rolls, drawings, card index systems, maps, films, abstracts, deeds, mortgages and manuscripts usual to the operations of the "Named Insured" but does not mean money or securities.
- (ss) **"Vacant"** means "property of every description", when operations cease or have closed down for more than 120 consecutive number days unless the operation is seasonal.
- (tt) **"Watermain"** means piping of a public potable water distribution system exclusively.

PROPERTY COVERAGE EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE PROPERTY FORM

The following additional clauses with respect to the "Insurer(s)" liability under this Property Extension Endorsement are hereby added as stated below and are in consideration of the premium, in reliance on the statements in the "application" and the application information, and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of the property "forms" included in this section, the "Insurer(s)" agrees with the "Named Insured" as follows:

INSURERS LIABILITY UNDER THIS FORM

The following Extensions of Coverage are in addition to the "total sum insured" unless otherwise indicated on the "declarations" or in this Property Extension Endorsement. If the words 'Included' are shown on the "declarations" the Extension(s) of Coverage is included within the "total sum insured".

Extensions of Coverage below are subject to all terms, conditions and exclusions in the **PROPERTY FORM** to which this Property Extension Endorsement attaches save to the extent that coverage is specifically granted in this Property Extension Endorsement.

These Extension(s) of Coverage shall not apply if the coverage afforded by these Extensions is more specifically insured elsewhere under any other insurance.

Should any "occurrence" give rise to the application of more than one "limit of insurance" under this "form(s)", the "Insurer(s)" shall only be liable for the highest "limit of insurance" unless a "catastrophic limit" is shown and then the "catastrophic limit" is the most that the "Insurer(s)" is liable for in any one loss regardless of the number of coverages or "premises" involved in the loss. However, when a separate "limit of insurance" is indicated in this form(s), or on the "declarations" stating that a "limit of insurance" for a specific item or coverage is less than the "catastrophic limit", the "Insurer" shall not be liable for more than the "limit of insurance" specified for such item or coverage whether such "occurrence" is caused by one, or more than one peril.

Accounts Receivable

- (a) Coverage is extended to include the "Named Insured's" accounts receivable records while on the insured "premises" including:
- (1) unpaid balances or accounts but only when such inability to effect collection results directly from physical loss of, or damage by a peril not otherwise excluded to the "Named Insured's" accounts receivable records;
 - (2) interest charges on any loan to offset impaired collections pending adjustment of any claim otherwise covered hereunder;
 - (3) collection expense in excess of normal collection cost and made necessary because of such physical loss or damage;
 - (4) other expenses, when reasonably incurred by the "Named Insured" in re-establishing accounts receivable records following such physical loss or damage.

- (b) Additional Exclusions:

This Accounts Receivable Extension of Coverage does not apply to loss, damage or expense:

- (1) due to bookkeeping, accounting or billing errors or omissions;
- (2) the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss, damage or expense which the "Named Insured" can prove, through evidence wholly apart therefrom, is due solely to loss or damage to records of accounts receivable not otherwise excluded hereunder;
- (3) due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or "other property" but only to the extent of such wrongful giving, taking, obtaining or withholding.

- (c) Basis of Loss Settlement:

The following Basis of Loss Settlement is applicable to this Accounts Receivable Extension of Coverage:

- (1) Determination of Receivables: Deductions:

When there is proof that an accounts receivable records loss has occurred but the "Named Insured" cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such physical loss or damage, such amount shall be computed as follows:

- (i) determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediate preceding the year in which the loss, damage or expense occurs;
- (ii) calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the "occurrence" giving rise to the loss occurs, or such part thereof for which the "Named Insured" has furnished monthly statements to the "Insurer(s)", as compared with such average for the same months of the preceding year;

- (iii) the amount determined under (i) above, increased or decreased by the percentage calculated under (ii) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said physical loss or damage occurs;
- (iv) the amount determined under (iii) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amounts of accounts receivable however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the "Named Insured", and an amount to allow for probable bad debts which would normally have been uncollectible by the "Named Insured". On deferred payment accounts receivable, unearned interest and service charges shall be deducted.

(2) Inspection and Audit:

The "Insurer(s)" shall be permitted to inspect the "premises" and the receptacles in which the records of accounts receivable are kept by the "Named Insured", and to examine and audit the "Named Insured's" books and records at any time during the "policy period" and any extension thereof and within three years after the final termination of this coverage, as far as they relate to the subject matter of this insurance, and to verify the statements of any outstanding record of accounts receivable submitted by the "Named Insured" and the amount of recoveries of accounts receivable on which the "Insurer(s)" has made any settlement.

(3) Recoveries:

After payment of loss, damage or expense, all amounts recovered by the "Named Insured" on accounts receivable, for which the "Named Insured" has been indemnified under this Property Extension Endorsement, shall belong and be paid to the "Insurer(s)" by the "Named Insured", up to the total amount of loss paid by the "Insurer(s)", but all recoveries in excess of such amounts shall belong to the "Named Insured".

Additional Living Expenses

- (a) Coverage is extended at the option of the "Named Insured" to provide for the necessary increase in living expenses of the residential tenant(s) to maintain their normal standard of living including moving expenses when as a result of physical loss or damage by a peril insured against under this Property Extension Endorsement when the rental unit(s) occupied by such tenants become unfit for occupancy or when as a result of the insured peril the residential tenant(s) must move out while repairs are being made to the "building(s)" or unit.
- (b) Coverage under this Additional Living Expenses Extension of Coverage only applies when a residential tenant has no other valid and collectible insurance in place.
- (c) Payment under this Additional Living Expenses Extension of Coverage shall be limited to whichever is the lesser of:
 - (1) the time required, with exercise of due diligence and dispatch, to repair or replace such damage or destroyed property; or
 - (2) the reasonable time required for the tenant's household to permanently relocate.

Builder's Risk Reporting Extension

- (a) Coverage is extended to include "building(s)" under construction, including materials and supplies on or within 500 meters of "premises" insured hereunder provided this exposure is not covered by any other insurance.
- (b) Coverage terminates at the earliest of:
 - (1) a period of one hundred twenty (120) days after construction begins;
 - (2) on the date the value of the construction project is reported to the "Insurer(s)";
 - (3) at the expiration of this "policy period";
 - (4) at the inception of other insurance in place covering the construction project.
- (c) Additional Conditions:

The following conditions are applicable to this Builder's Risk Reporting Extension of Coverage:

 - (1) coverage is provided on an All Risk basis;
 - (2) any additional premium required by the "Insurer(s)" for this Extension of Coverage shall be effected from the inception of construction.
- (d) Additional Exclusions:

This Builder's Risk Reporting Extension of Coverage does not apply to:

 - (1) any "building(s)" in the course of construction where the construction project requires compliance with CCDC (Canadian Construction Documents Committee) insurance requirements;
 - (2) penalties or liquidated damages for non-completion of, or delay in completion of a contract, for non-compliance with contract conditions, or costs incurred solely in an effort to eliminate or reduce penalties or liquidated damages for which the "Named Insured" may be contractually liable.
- (e) This Builder's Risk Reporting Extension does not increase the "total sum insured".

By Laws - Governing Acts

- (a) Coverage is extended to include the enforcement of the requirements of any Act governing the "Named Insured's" profession for improvements the "Named Insured" is obligated to complete as required by the Act, including debris removal, increased cost to repair, replace, construct or re construct or any other costs deemed necessary for such improvements directly resulting from physical loss or damage to insured property by a peril not otherwise excluded.
- (b) Additional Exclusions:

The following exclusion applies regardless of 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 "occurrence".

This By Laws Extension – Governing Acts Extension of Coverage does not insure:

 - (1) loss, damage or expense caused directly or indirectly to "clean up" "pollutants" from "premises";
 - (2) the cost or expense 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".

Condominium Loss Assessment and Contingent Building Coverage

- (a) Coverage is extended to insure for physical loss or damage by a peril insured against "condominium units" belonging to the "Named Insured's" subject to the following:
 - (1) The "Named Insured's" "unit(s)" as originally constructed, including items of real property that pertain exclusively to the "Named Insured's" "unit(s)", if the "condominium corporation" has no insurance, its insurance is inadequate, or it is not effective.
 - (2) "Other property" on the "Named Insured's" "premises" which the "Named Insured" is required by the Condominium Association Agreement to insure, or for which the "Named Insured" may be assessed under the governing rules of the "condominium corporation".
 - (3) "Unit" additions, alterations, fixtures, improvement or installations made or acquired by the "Named Insured" including materials and supplies on the "premises" for this purpose.
- (b) The maximum amount payable for any one "occurrence" is the "limit of insurance" specified for each coverage listed below and as shown on the "declarations".
 - (1) Condominium Contingent Coverage:

Coverage is extended for loss or damage caused by or resulting from a peril insured against to the "Named Insured's" "condominium unit(s)", but only to the extent that the "condominium unit(s)" is not so insured by the "condominium corporation" or to the extent that building insurance purchased by the "condominium corporation" on behalf of its "unit" owners is not effective or is inadequate.
 - (2) "Unit" Owners' Loss Assessment:

Coverage is extended for the payment of the "Named Insured's" share of Special Loss Assessments levied against the "unit" owners of the "condominium corporation" by the directors of said "condominium corporation" in accordance with the governing rules of the corporation, when such assessments are made necessary by direct physical loss or damage by a peril insured against, to the condominium property collectively owned by the "unit" owners.
 - (3) "Unit" Owners' Improvements:

Coverage is extended for loss or damage by a peril insured against to "improvements and betterments" that become a permanent part of the "building(s)" and which the "Named Insured" owns as a "condominium unit" owner.
- (c) Additional Definitions:
 - (1) **"Condominium Unit"** means the "condominium unit" specified hereunder to which this supplemental coverage applies and includes garages and private approaches reserved for the "Named Insured's" private use.
 - (2) **"Condominium Corporation"** means a corporation constituted under provincial legislation relating to condominiums and includes a strata corporation and a society as so constituted.
 - (3) **"Improvements and Betterments"** means "building(s)" improvements, alterations and betterments made at the expense of the "Named Insured", or by any previous owner of the "unit", to a "building(s)" owned by the "Named Insured" as a "condominium unit" owner.
 - (4) **"Unit"** means a "unit" as defined in provincial legislation relating to condominiums and includes a strata lot so defined.

Consequential Loss caused by Interruption of Services

- (a) Coverage is extended to include loss arising from:
 - (1) physical damage to "other property"; or
 - (2) the actual loss of revenue sustained by the "Named Insured",

when caused directly by an interruption to the supply of "services" to the "premises" by a peril not otherwise excluded. The interruption must be caused directly by physical loss of, or damage to apparatus and such apparatus must be used to generate or supply "services" to the "premises".

- (b) A separate "limit of insurance" as shown on the "declarations" shall apply to coverage under this Consequential Loss caused by Interruption of Services Extension of Coverage for an "occurrence" as described in (a):
- (1) on "premises"; or
 - (2) off "premises".
- only when there is an interruption in the supply of "services" as described in this Extension of Coverage.
- (c) Additional Condition – Applicable to Off "Premises" Coverage:
 This Additional Condition is only applicable to this Consequential Loss caused by Interruption of Services Extension of Coverage (b) (2) off "premises" coverage.
 The liability of the "Insurer(s)", with respect to one "occurrence" arising from each interruption of business, whether in whole or in part, shall not attach until the period of interruption exceeds a twenty four (24) hour waiting period that immediately follows the happening of any loss eligible for coverage under this Consequential Loss caused by Interruption of Services Extension of Coverage, and then the "Insurer(s)" shall be liable only for loss, cost or expense arising from the continuing period of interruption in excess of the first twenty four (24) hour period of that interruption suspension.
- (d) Additional Exclusions:
 This Consequential Loss caused by Interruption of Services Extension of Coverage does not cover loss or damage or expense resulting from partial or total interruption to the supply of "services" arising from:
- (1) lack of sufficient generating, transmission or transformer capacity; or
 - (2) intentional partial or total interruption or reduction in supply.
- (e) Additional Definition:
 The following definition is added to this Consequential Loss caused by Interruption of Services Extension of Coverage:
"Services" means: heat, electricity, water, gas, steam or internet.
- (f) This Consequential Loss caused by Interruption of Services Extension does not increase the "total sum insured".

Cost to Attract Volunteers Following a Loss

- (a) Coverage is extended for additional costs incurred to attract volunteers to the "Named Insured's" organization to resume and continue as nearly as practicable the "Named Insured's" "normal" operations following a loss for which coverage is afforded under the "form(s)" to which this attaches.
- (b) Coverage shall commence with the happening of any "occurrence".
- (c) Coverage shall not be limited to any "occurrence" prior to the expiration of the "policy period" and will cease at the earliest of:
- (1) the exhaustion of the "limit of insurance" as shown for this Cost to Attract Volunteers Following a Loss Extension of Coverage;
 - (2) the date when the actual "building(s)" or "other property" damaged by the "occurrence" and covered under this "form" have been repaired or replaced with due diligence and dispatch.
- (d) Additional Definition:
 The following definition is added to this Cost to Attract Volunteers Following a Loss Extension of Coverage:
"Normal" means the condition which would have existed had no loss occurred.

Docks, Wharves and Piers

- (a) Coverage is extended to include:
- (1) docks, while not in storage and on the insured "premises";
 - (2) wharves and piers.
- (b) Additional Exclusion:
 This Docks, Wharves and Piers Extension of Coverage does not apply to an "occurrence" caused directly or indirectly by ice; including the formation of, melting or breaking up of ice.

Exterior Paved Surfaces

Coverage is extended to include physical loss of, or damage to roadways, walkways, sidewalks, driveways, parking lots and other exterior paved surfaces on "premises" caused by a peril not otherwise excluded.

Extra Expense

- (a) Coverage is extended to include the reasonable and necessary "extra expense" incurred by the "Named Insured" in order to resume and continue, as nearly as practicable, the "normal" business activities at a "premises" if the "extra expense" incurred is caused directly by physical loss of, or damage to insured property caused by a peril insured at that "premises".

(b) Additional Exclusions:

This Extra Expense Extension of Coverage does not insure loss, damage or expense:

- (1) resulting from any increase of loss directly or indirectly, proximately or remotely, resulting from, or contributed to by, the operation of any by-law, ordinance or law regulating zoning or the demolition, repair or construction of "building(s)", unless the loss is otherwise covered;
- (2) resulting from any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the "premises" interfering with the rebuilding, repairing, or replacing the property damaged or destroyed or the resumption or continuation of business or free access to or control of the "premises" or due to the action of sympathetic strikers elsewhere;
- (3) due to fines or damages for breach of contract, for late or non-completion orders, or for any penalties of whatever nature;
- (4) due to loss of income.

(c) Coverage shall commence with the date of the "occurrence".

(d) Coverage shall not be limited to the expiration of the "policy period" and will cease at the earliest of:

- (1) the expiration of the "limit of insurance" as shown for this Extension of Coverage;
- (2) the date on which actual "building(s)" and/or "other property" damaged by the loss and covered under this "form(s)" have been repaired or replaced with due diligence and dispatch.

(e) Conditions:

The following Additional Conditions is applicable to this Extra Expense Extension of Coverage:

- (1) the salvage value of any property obtained for temporary use during the "period of restoration" remaining after that period shall be taken into consideration in the adjustment of any "occurrence" hereunder;
- (2) as soon as practicable after any loss, the "Named Insured" shall resume complete or partial operations and, in so far as practicable, reduce or dispense with such "extra expenses" as are being incurred.

(f) Additional Definitions:

With respect to this Extra Expense Extension of Coverage the following definitions are added:

- (1) **"Extra Expense"** means the excess (if any) of the total cost incurred during the "period of restoration" for the purpose of continuing the "Named Insured's" business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. The cost in each case shall include the expense of using other property or facilities of other concerns or other similar necessary emergency expenses;
- (2) **"Normal"** means the condition which would have existed had no loss occurred;
- (3) **"Period of Restoration"** means the date the actual "building(s)" and/or "other property" damaged by the loss and covered under this "form(s)" have been repaired or replaced with due diligence and dispatch.

"Fine Arts" at Own "Premises" and Exhibition Site

- (a) Coverage is extended to include direct physical loss of or damage by a peril not otherwise excluded to "fine arts" owned by, or on loan to the "Named Insured" (from the time the "Named Insured" accepts responsibility until the "fine arts" are returned to the owner) except as hereinafter excluded. Coverage extends while in the course of transit.
- (b) A separate "limit of insurance" as shown on the "declarations" shall apply to coverage under this "Fine Arts" at Own "Premises" and Exhibition Site coverage for an "occurrence" as described in (a):
 - (1) while such property is located on an insured "premises";
 - (2) on exhibition at locations arranged for by the "Named Insured".
- (c) Additional Exclusions:

This "Fine Arts" at Own "Premises" and Exhibition Site Extension of Coverage does not insure:

 - (1) breakage of glassware, statuary, marbles, bric-a-brac, porcelains and other fragile articles unless:
 - (i) packed and unpacked by competent packers; or
 - (ii) caused by "Named Perils".
 - (2) any property while undergoing any process or while being actually worked upon and where an "occurrence" is due thereto.
- (d) Basis of Loss Settlement:

For the purposes of this "Fine Arts" at Own "Premises" and Exhibition Site Extension of Coverage the property shall be valued at the appraised value at the time of "occurrence" or if there is no appraisal, at the greater of:

 - (1) the original acquisition cost; or
 - (2) the market value at the time of the "occurrence".
- (e) The "limit of insurance" as shown on exhibition at locations arranged for by the "Named Insured" under this "Fine Arts" at Own "Premises" and Exhibition Site does not increase the "total sum insured".

Fundraising Expenses

- (a) Coverage is extended to indemnify the "Named Insured" for "irrecoverable expenses" incurred as a result of direct physical loss or damage to a fundraising venue other than the "Named Insured's" "premises" caused by a peril not otherwise excluded.
- (b) Additional Definition:

With respect to this Fundraising Expenses Extension of Coverage the following definition is added:

"Irrecoverable Expenses" means:

- (1) costs incurred in advertising, printing stationary and production of fundraising materials and the like for the fundraising event;
 - (2) insurance premiums when expressly allocated or purchased for the fundraising event;
 - (3) deposit(s), rent or cancellation fees paid for the lease of premises from others for the fundraising event;
 - (4) the cost of installing and removing exhibits and transportation charges;
 - (5) the cost of medical or security services.
- (c) Limitations:

The following Limitations apply to this Fundraising Expenses Extension of Coverage:

 - (1) when the fundraising event cannot continue as originally planned due to the direct physical loss or damage the "Insurer(s)" is only liable under this Fundraising Expenses Extension of Coverage for the "irrecoverable expenses" the "Named Insured" has incurred to date or is legally liable for due to the "occurrence";
 - (2) when a fundraising event must be re-scheduled due to the direct physical loss or damage, the "Insurer(s)" is only liable under this Fundraising Expenses Extension of Coverage for the "irrecoverable expenses" the "Named Insured" has incurred to date or is legally liable for due to the "occurrence" at the original venue as originally planned.

Green Extension

- (a) Coverage is extended to apply to an "occurrence" to insured property caused directly by physical loss or damage by an insured peril not otherwise excluded for the additional cost of the following:
 - (1) to repair or replace damaged property, whichever is the lesser of the cost at the time of the "occurrence", using equipment, materials and service firms required or recommended by a recognized Canadian environmental certification program;
 - (2) to dispose of damaged or destroyed property, if practicable, through a recycling process;
 - (3) to flush out reconstructed space with up to 100% outside air using new filtration media.
- (b) With respect to any insured "building(s)" that is and was, at the time of the "occurrence", certified by a recognized Canadian environmental certification program, the "Insurer(s)" will pay the additional costs:
 - (1) to prevent lapse of such certification;
 - (2) to reinstate the certification or replace it with an equivalent certification;
 - (3) for an architect certified or accredited by a recognized Canadian environmental certification program to oversee the repair or replacement of the damaged insured property.
- (c) Additional Exclusions:

This Green Extension of Coverage does not apply to costs or expenses incurred with respect to:

 - (1) insured property which has not been damaged or destroyed as a result of a peril insured under this "form(s)";
 - (2) any property insured on an Actual Cash Value Basis.

Growing Plants

- (a) Coverage is extended to include direct physical loss or damage by a peril not otherwise excluded to growing plants, lawns, trees, shrubs or flowers in the open while situated at the insured "premises" including debris removal expense.
- (b) Additional Exclusions:

This Growing Plants Extension of Coverage shall not apply to loss, damage or expense:

 - (1) caused by windstorm, hail, snowload or ice load, whether or not they are naturally occurring;
 - (2) theft or attempt thereat;
 - (3) to aquaculture or silviculture operations owned, operated or controlled by the "Named Insured".

Ingress and Egress

Coverage is extended to include actual loss of revenue sustained by the "Insured" during the period of time not exceeding eight (8) weeks from the date when, as a direct result of physical loss or damage by an insured peril, ingress to or egress from the "premises" is first prevented, irrespective of whether the "premises" or property of the insured shall have been damaged, and whether or not ingress or egress is prevented by an order of civil authority.

This Ingress and Egress Extension does not increase the "total sum insured".

Installation Floater

- (a) Coverage is extended to include property of the "Named Insured" or of others for which the "Named Insured" is legally liable, all being intended for installation in connection with the repair, completion, erection, or improvement of property on the conduct of the business operations of the "Named Insured".

Cover is extended while in transit, during temporary storage away from the "premises", while on "premises" awaiting and during installation, while awaiting and during testing until accepted or the interest of the "Named Insured" ceases, or upon the expiration or the termination of this Installation Floater Extension of Coverage, whichever first occurs.

- (b) Additional Exclusions:

This Installation Floater Extension of Coverage does not insure:

- (1) contractors', sub-contractors' and consultants' tools and equipment;
- (2) plans, blueprints, designs, specifications or any similar property.

- (c) This Installation Floater Extension does not increase the "total sum insured".

Leasehold Interest

- (a) Coverage is extended to include the necessary additional lease expenses incurred by the "Named Insured" resulting from physical loss of, or damage to the "premises" insured hereunder by a peril insured against which renders such "premises" unfit for occupancy, therefore cancelling the lease under the terms of the lease agreement.

- (b) Basis of Settlement:

With respect to this Leasehold Interest Extension of Coverage:

- (1) indemnity shall be based on the difference between the existing monthly rent of the "Named Insured" at the location which was damaged or destroyed and the rent required at the replacing location, multiplied by the number of months remaining in the lease at the original "premises", but not to exceed the "limit of insurance" for leasehold interest as shown on the "declarations".

The difference is to be calculated on the basis that the replacing location is of similar size, condition and location without allowance for improvement.

- (2) Where improvements are not damaged or destroyed by an insured peril, if as result of an insured peril, the "Named Insured's" interest in "building(s)" improvements reverts to the "building(s)" owner, as a result of the "building(s)" owner exercising the cancellation clause in the lease, the "Insurer(s)" will pay the "Named Insured's" costs to replace the improvements at this or another location.

- (c) Additional Exclusion:

This Leasehold Interest Extension of Coverage does not apply to any loss of leasehold interest resulting from the "Named Insured" exercising an option to cancel the lease.

Master Key

Coverage is extended to cover the cost of replacing, readjusting, re-tooling or reprogramming keys, locks and magnetic cards following physical loss or damage to insured property caused by a peril insured against including mysterious disappearance, to master keys or access cards that control doors and the increased cost of security following an "occurrence" at the location(s) insured hereunder.

Peak Season Increase

Coverage is extended during peak season activities for the increased values of "other property" or fundraising items not normally stored at the insured location(s).

Personal Effects

At the option of the "Named Insured" coverage is extended to include personal effects of others while such property is on "premises" owned, rented or occupied by the "Named Insured" when loss or damage occurs due to physical loss or damage from a peril not otherwise excluded.

Property of Others

- (a) Coverage is extended to "other property" for which the "Named Insured" is legally liable for, or for which the "Named Insured" has agreed, prior to loss, to provide insurance.
- (b) Coverage is provided on an All Risk basis.
- (c) The basis of settlement shall be "Replacement Cost".
- (d) Additional Exclusion:

This Property of Others Extension of Coverage does not apply to "fine arts".

Rewards: Arson, Burglary, Robbery and Vandalism

In the event of physical loss or damage to the insured property resulting from an act of arson, theft or vandalism for which coverage is afforded hereunder, the "Insurer(s)" will reimburse the "Named Insured" for rewards paid for information directly leading to a conviction of the responsible person(s).

Signs

- (a) Coverage is extended to insure direct physical loss of or damage to exterior signs owned by the "Named Insured", caused by a peril not otherwise excluded, with the exception of "road signs" located off of the "Named Insured's" "premises".

- (b) Additional Definition:

With respect to this Signs Extension of Coverage the following definition is added:

"Road Signs" means those types of signs as published in the Manual of Uniform Traffic Control Devices for Canada for use by Canadian jurisdictions published by Transportation Association of Canada (TAC) or a more specific provincial manual.

Supported Independent Living Program

- (a) At the option of the "Named Insured" under this Supported Independent Living Program Extension is extended to:

- (1) include personal property of others enrolled and participating in a supported independent living program, where the "Named Insured" does not own, rent or occupy the "premises" when the "premises" are damaged by a peril insured under this "form(s)";
- (2) provide for the necessary increase in living expenses for residents enrolled and participating in a supported independent living program to maintain their normal standard of living including moving expenses when as a result of a peril insured under this "form(s)" to the rental unit(s) occupied by such tenants become unfit for occupancy or when as a result of physical loss or damage by the insured peril the tenant(s) must move out while repairs are being made to the "building(s)" or unit.

- (b) Payment under this Supported Independent Living Extension of Coverage shall be limited to whichever is the lesser of:

- (1) the time required, with exercise of due diligence and dispatch, to repair or replace such damage or destroyed property;
- (2) the reasonable time required for the tenant's household to permanently relocate.

- (c) Additional Condition:

The following Additional Condition is applicable to this Supported Independent Living Program Extension of Coverage:

- (1) The "Insurer(s)" shall not be liable for losses or damage under (a) or (b) above if, at the time of loss, there is any other insurance which would attach if this insurance had not been in effect, except that this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted Coverage under this Supported Independent Living Extension of Coverage only applies when a tenant has no other valid or collectible insurance in place.

Special Limits Indemnity Provision

- (a) Coverage is extended under this Special Limits Indemnity Provision Extension when the "limit of insurance" for any other insured Extension of Coverage described in this Property Extension Endorsement is insufficient to fully indemnify the "Named Insured" following loss or damage insured.
- (b) The insufficiency in the "limits of insurance" to fully indemnify the "Named Insured" must be determined after all policy definitions, conditions and limitations have been taken into account in the adjustment of the claim for such loss or damage. If an insufficiency in the "limits of insurance" is determined, the "Insurer(s)" will pay to the "Named Insured", in addition to the adjusted amount of the claim, the lesser of:
- (1) the difference between the amount payable under the adjusted claim and the amount required to fully indemnify the "Named Insured"; or
 - (2) the "limit of insurance" specified for this Special Limits Indemnity Provision in the "declarations".
- (c) This Special Limits Indemnity Provision may be applied to compensate for the deficiency in "limits of insurance" of one or more Extensions of Coverage in any one loss as per the rules above. In the event that a claim is made under this clause, the "Named Insured" shall elect which Extensions of Coverage shall receive the benefit of this clause.
- (d) The "Insurer(s)" shall not be liable for more than the "limit of insurance" shown in the "declarations" for this Special Limits Indemnity Provision in any one occurrence, regardless of the number of Extensions of Coverage this could be applied to due to insufficient "limits of insurance".

Valuable Papers

- (a) Coverage is extended for physical direct loss, damage or expense caused by a peril insured against to:
 - (1) "valuable papers and records" other than electronic "data" and the media on which they are stored;
 - (2) media, "data" storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, notwithstanding that "data" is not insured.
- (b) Additional Exclusions:

This Valuable Papers Extension of Coverage does not apply to loss, damage or expense:

 - (1) directly resulting from processing, copying or while being actually worked upon and where any loss or damage is due thereto;
 - (2) for "valuable paper and records" that cannot be replaced with others of like kind and quality.
- (c) Basis of Loss Settlement:

With respect to this Valuable Papers Extension of Coverage the following Basis of Settlement applies:

 - (1) "valuable papers and records": the "Insurer(s)" shall be liable for the cost of blank books, blank papers or other materials, plus the cost of labour incurred by the "Named Insured" for actually transcribing or copying such records;
 - (2) media, "data" storage devices, and programme devices for electronic and electro-mechanical "data" processing or for electronically controlled equipment (other than pre-packaged software programs): the "Insurer(s)" liability shall not exceed the cost of blank media plus the cost of reproducing from duplicates or from originals of the previous generation of the media, but no liability is assumed for the cost of gathering or assembling information or "data" for such reproduction.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

EARTHQUAKE EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE PROPERTY COVERAGE FORM PWGX662 TO WHICH IT IS ATTACHED

Words and phrases in quotations have special meaning as defined below or in the "form(s)" to which this Endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

Notwithstanding any contrary provision contained under this Policy, in consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this Policy, Property Coverage Form PWGX662 is hereby amended as follows:

1. INSURING AGREEMENT

Coverage under this Endorsement is extended to include loss, damage or expense caused directly or indirectly by an "earthquake" on or after the effective date of this Endorsement to:

- (a) "building(s)";
- (b) "other property" insured under the Property Policy;
- (c) "scheduled item(s)";
- (d) "property of every description"; and
- (e) any other insured peril under the Property Policy.

2. DEDUCTIBLE

The "Insurer" is liable under this Endorsement for the amount by which the loss, damage or expense caused by an "earthquake" in any one "earthquake occurrence" which exceeds the amount of the deductible as shown below in the **Schedule(s) of Deductibles**. The following rules apply to such deductible:

- (a) The deductible shall apply separately to each "premises".
- (b) If the term 'All of Canada' is listed in the **Schedule(s) of Deductibles**, the deductible will apply to each "premises" in Canada.
- (c) If specific provinces or territories are listed in the **Schedule(s) of Deductibles**, the deductible will apply to each "premises" located in those provinces or territories.
- (d) If a specific address for a "premises" is listed in the **Schedule(s) of Deductibles**, the deductible will apply to that particular "premises".
- (e) If the word 'Excluded' is shown directly adjacent to a specific address of a "premises" listed in the **Schedule(s) of Deductibles**, such "premises" shall be excluded from coverage under Section 1. **Insuring Agreement**.
- (f) If a percentage is shown directly adjacent to a "premises" location in the **Schedule(s) of Deductibles**, the amount of the deductible will be that percentage of the amount of insurance for such "premises" as shown on the "declarations".
- (g) If both a dollar deductible amount and a percentage deductible are shown in the **Schedule(s) of Deductibles** for the same "premises", the value of the percentage deductible shall be calculated in accordance with (f) above and only the highest deductible of the dollar deductible amount and percentage deductible will be applied.
- (h) Except as provided in (d) above, should any "earthquake occurrence" give rise to the application of more than one deductible amount as shown on the "declarations" or in the **Schedule(s) of Deductibles**, only the highest deductible will be applied.
- (i) Should the Newly Acquired Property Supplemental Coverage under Property Coverage Form PWGX662 apply for newly acquired "property of every description", the deductible(s) as shown under the **Newly Acquired Property Schedule** below will apply to each such newly acquired "property of every description".
- (j) In the event of conflict, this deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the Property Policy.

3. PERILS EXCLUDED

The following exclusions apply regardless of 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 "earthquake".

This Endorsement does not insure loss, damage or expense caused directly or indirectly by any of the following perils whether or not caused by or attributable to, "earthquake":

- (a) fire, explosion, smoke, "leakage from fire protective equipment", theft, "riot", vandalism or "malicious acts"; or
- (b) "flood".

4. EXTENSION OF COVERAGE

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

5. DEFINITION

- (a) "**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 the Property Policy will not reduce the 168 consecutive hour period.

Except as otherwise provided in this Endorsement, all other terms, conditions and limitations of this Policy shall remain unchanged.

SCHEDULE(S) OF DEDUCTIBLES

NEWLY ACQUIRED PROPERTY DEDUCTIBLE SCHEDULE			
PROVINCES/TERRITORIES	DEDUCTIBLE		
	Applicable To Each Premises Insured Hereunder	(%) Percentage Deductible	(\$) Deductible Amount
British Columbia	Each Premises	25%	\$250,000
All Other Provinces and Territories	Each Premises	10%	\$100,000

PREMISES LOCATION(S) – DEDUCTIBLE SCHEDULE

PROVINCES/TERRITORIES/PREMISES	DEDUCTIBLE		
	Applicable To Each Premises Insured Hereunder	(%) Percentage Deductible	(\$) Deductible Amount

Ontario - All Property at Each Premises insured hereunder	Each Premises	3%	100,000
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ENDORSEMENTS:

Property Extension Endorsement

FLOOD EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE PROPERTY COVERAGE FORM PWGX662 TO WHICH IT IS ATTACHED.

Words and phrases in quotations have special meaning as defined below or in the "form(s)" to which this Endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

Notwithstanding any contrary provision contained under this Policy, in consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this Policy, Property Coverage Form PWGX662 is hereby amended as follows:

1. INSURING AGREEMENT

Coverage under this Endorsement is extended to include loss, damage or expense caused directly or indirectly by a "flood" on or after the effective date of this Endorsement to:

- (a) "building(s)";
- (b) "other property" insured under the Property Policy;
- (c) "scheduled item(s)";
- (d) "property of every description"; and
- (e) any other insured peril under the Property Policy.

2. DEDUCTIBLE

The "Insurer" is liable under this Endorsement for the amount by which the loss, damage or expense caused by a "flood" in any one "flood occurrence" which exceeds the amount of the deductible as shown below in the **Schedule(s) of Deductibles**. The following rules apply to such deductible:

- (a) The deductible shall apply separately to each "premises".
- (b) If the term 'All of Canada' is listed in the **Schedule(s) of Deductibles**, the deductible will apply to each "premises" in Canada.
- (c) If specific provinces or territories are listed in the **Schedule(s) of Deductibles**, the deductible will apply to each "premises" located in those provinces or territories.
- (d) If a specific address for a "premises" is listed in the **Schedule(s) of Deductibles**, the deductible will apply to that particular "premises".
- (e) If the word 'Excluded' is shown directly adjacent to a specific address of a "premises" listed in the **Schedule(s) of Deductibles**, such "premises" shall be excluded from coverage under Section 1. **Insuring Agreement**.
- (f) Except as provided in (d) above, should any "flood occurrence" give rise to the application of more than one deductible amount as shown on the "declarations" or in the **Schedule(s) of Deductibles**, only the highest deductible will be applied.
- (g) Should the Newly Acquired Property Supplemental Coverage under Property Coverage Form PWGX662 apply for newly acquired "property of every description", the deductible(s) as shown under the **Newly Acquired Property Schedule** below will apply to each such newly acquired "property of every description".
- (h) In the event of conflict, this deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the Property Policy.

3. PERILS EXCLUDED

The following exclusions apply regardless of 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 "flood".

This Endorsement does not insure loss, damage or expense 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(s)" whether specifically scheduled within the Property Policy or not, 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) fire, explosion, smoke, "leakage from fire protective equipment", theft, "riot", vandalism or "malicious acts"; or
- (d) leakage from a "watermain".

4. EXTENSION OF COVERAGE

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

5. DEFINITIONS

- (a) "**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 the Property Policy will not reduce the 168 consecutive hour period.

Except as otherwise provided in this Endorsement, all other terms, conditions and limitations of this Policy shall remain unchanged.

SCHEDULE(S) OF DEDUCTIBLES

NEWLY ACQUIRED PROPERTY DEDUCTIBLE SCHEDULE	
PROVINCE/TERRITORIES	DEDUCTIBLE AMOUNT (\$)
All of Canada	100,000

PREMISES LOCATION(S) - DEDUCTIBLE SCHEDULE

PROVINCES/TERRITORIES/PREMISES	DEDUCTIBLE AMOUNT (\$)
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Ontario - All Property at Each Premises insured hereunder

25,000

ENDORSEMENTS:

Property Extension Endorsement

FLOOD ANNUAL AGGREGATE LIMIT ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE **FLOOD EXTENSION ENDORSEMENT PNGX6027 AND PROPERTY COVERAGE PWGX662**.

It is hereby understood and agreed that the "Insurer" agrees with the "Named Insured" that:

1. Notwithstanding any contrary provision contained under the PNGX6027 Flood Extension Endorsement, it is agreed that the "Annual Aggregate" as specifically shown in the **Annual Aggregate Summary Chart** below, applies to loss, damage or expense caused directly or indirectly by the peril of "flood" to:
 - (a) "building(s)";
 - (b) "other property";
 - (c) "scheduled item(s)";
 - (d) "property of every description"; and
 - (e) "all coverages"
 insured hereunder.
2. Subject to 1., above, the "Insurer" is liable for only the amounts as shown in the **Annual Aggregate Summary Chart** as shown below. The rules below fix how the "Annual Aggregate(s)" will apply:
 - (a) If only (a) specific province(s) is (are) listed in the **Annual Aggregate Summary Chart** below, the "Annual Aggregate(s)" Limit will only apply to such province(s) in the event of "flood" for that particular province(s).
 - (b) If the term "All Provinces" is listed in the **Annual Aggregate Summary Chart** below, the "Annual Aggregate(s)" Limit will apply.
 - (c) If a specific address for a "premises" is listed in the **Annual Aggregate Summary Chart** below, the Annual Aggregate Limit will only apply to that particular "premises".
3. For the purposes of this Endorsement, the following Definitions are added:
 - (a) **"All Coverages"** means all Supplemental Coverages insured under Form PWGX662 Property Coverage and all Additional Endorsements attached to and forming part of the Property Policy.
 - (b) **"Annual Aggregate(s)"** means the most we will pay regardless of the number of "flood(s)" "occurrences" in any one "policy period."

ANNUAL AGGREGATE SUMMARY CHART

PROVINCES, PREMISES OR PROPERTY ITEMS INSURED	ANNUAL AGGREGATES LIMIT (\$)
All Provinces	"Total Sum Insured" and total sums listed for "all coverages" as specified in the "declarations"

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

EARTHQUAKE ANNUAL AGGREGATE LIMIT ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE **EARTHQUAKE EXTENSION ENDORSEMENT PNGX6024 AND PROPERTY COVERAGE PWGX662.**

It is hereby understood and agreed that the "Insurer" agrees with the "Named Insured" that:

1. Notwithstanding any contrary provision contained under the PNGX6024 Earthquake Extension Endorsement, it is agreed that the "Annual Aggregate" as specifically shown in the **Annual Aggregate Summary Chart** below, applies to loss, damage or expense caused directly or indirectly by the peril of "earthquake" to:
 - (a) "building(s)";
 - (b) "other property";
 - (c) "scheduled item(s)";
 - (d) "property of every description"; and
 - (e) "all coverages"
 insured hereunder.
2. Subject to 1., above, the "Insurer" is liable for only the amounts as shown in the **Annual Aggregate Summary Chart** as shown below. The rules below fix how the "Annual Aggregate(s)" will apply:
 - (a) If only (a) specific province(s) is (are) listed in the **Annual Aggregate Summary Chart** below, the "Annual Aggregate(s)" Limit will only apply to such province(s) in the event of "flood" for that particular province(s).
 - (b) If the term "All Provinces" is listed in the **Annual Aggregate Summary Chart** below, the "Annual Aggregate(s)" Limit will apply.
 - (c) If a specific address for a "premises" is listed in the **Annual Aggregate Summary Chart** below, the Annual Aggregate Limit will only apply to that particular "premises".
3. For the purposes of this Endorsement, the following Definitions are added:
 - (a) **"All Coverages"** means all Supplemental Coverages insured under Form PWGX662 Property Coverage and all Additional Endorsements attached to and forming part of the Property Policy.
 - (b) **"Annual Aggregate(s)"** means the most we will pay regardless of the number of "earthquakes" "occurrences" in any one "policy period."

ANNUAL AGGREGATE SUMMARY CHART

PROVINCES, PREMISES OR PROPERTY ITEMS INSURED	ANNUAL AGGREGATES LIMIT (\$)
All Provinces	"Total Sum Insured" and total sums listed for "all coverages" as specified in the "declarations"

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

VIRUS AND BACTERIA EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Words and phrases that appear in quotation marks have the special meaning defined below or in the "form(s)" to which this endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require.

This endorsement is attached to and modifies the insurance provided under all property coverage forms and endorsements in the policy, including but not limited to any property coverage, business interruption coverage, builders risk coverage, miscellaneous or other property coverage "form(s)" and any extensions, clauses or additions of coverage attached to and forming part of this policy, including exceptions to exclusions.

This Virus and Bacteria Exclusion Endorsement applies to all locations insured under this policy.

The following clauses are hereby added:

1. Notwithstanding any provision to the contrary, this "form(s)" does not insure loss, damage or expenses caused directly or indirectly, in whole or in part, by:
 - (a) any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease;
or
 - (b) any "contagions".

This Virus and Bacteria 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, damage or expenses.

2. The Virus and Bacteria Exclusion does not apply to loss, damage or expenses caused directly or indirectly, in whole or in part, by "fungi" or "spores" directly caused by an insured peril not otherwise excluded under the policy, but only to the extent such loss, damage or expenses are insured under another "form(s)" attached to and forming part of the policy.
3. With respect to any loss, damage or expenses subject to the Virus and Bacteria Exclusion, such exclusion supersedes any exclusion or coverage granted relating to pollution, "pollutants" or "contagions".
4. The terms of the Virus and Bacteria Exclusion, or the inapplicability of the Virus and Bacteria Exclusion to a particular loss, damage or expense, does not serve to create coverage that would not otherwise be included under the policy.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

WATER DAMAGE DEDUCTIBLE ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER PROPERTY COVERAGE

In consideration of the premium, in reliance on the statements in the "application", and the application information and all of the terms, exclusions, conditions and limitations of this policy, the "Insurer" agrees with the "Named Insured" that this Water Damage Deductible Endorsement only applies to those locations as described under the **SCHEDULE OF INSURED LOCATIONS** as follows:

WATER DAMAGE DEDUCTIBLE – ADDED

The "Insurer(s)" is liable for the amount by which the loss, damage or expense caused by the peril of "water damage" insured against exceeds the amount of the deductible shown under the **SCHEDULE OF INSURED LOCATIONS** as shown in this Water Damage Deductible Endorsement for any one "occurrence". Should any "occurrence" give rise to the application of more than one deductible amount as shown on the "declarations", only the highest deductible will be applied.

DEFINITION – ADDED

- (a) **"Water Damage"** means
 - (i) seepage, leakage or influx of water including water under the ground surface pressing on, flowing or seeping through:
 - (1) foundations, walls, floors or paved surfaces;
 - (2) basements, whether paved or not;
 - (3) doors, windows or other openings;
 - (ii) water that backs up or overflows or is otherwise discharged from a sewer, watermain, drain, sump, sump pump or related equipment;
 - (iii) water or steam that escapes from a "water container";
 - (iv) bursting, tearing apart, cracking, burning or bulging due to the pressure (or lack thereof) of water or steam from a plumbing, heating, sprinkler or air conditioning system or other fire protective equipment;
 - (v) sleet, snow, hail or rain;
 - (vi) any other waterborne material.
- (b) **"Water Container"** means a device or apparatus for use on the premises for containing heating, chilling or dispensing water including equipment attached thereto. The term "water container" includes but is not limited to toilets, bidets, showers, bathtubs, washing machines, dishwashers, refrigerators, aquariums, ponds, swimming pools, hot tubs, saunas, steam rooms and hydrants.

SCHEDULE OF LOCATIONS

Property or Item Insured	Water Damage Deductible
--------------------------	-------------------------

All locations

\$5,000

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

CYBER INCIDENT EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Words and phrases that appear in quotation marks have the special meaning defined below or in the "form(s)" to which this endorsement is attached. These definitions apply to the singular and the plural of these terms as circumstances and context require. This endorsement is attached to and modifies the insurance provided under all property coverage forms and endorsements in the policy, including but not limited to any property coverage, business interruption coverage, builders risk coverage, miscellaneous or other property coverage "form(s)" and any extensions, clauses or additions of coverage attached to and forming part of this policy, including exceptions to exclusions.

This Cyber Incident Exclusion Endorsement applies to all locations insured under this policy.

The following clauses are hereby added:

EXCLUSION

- (a) Notwithstanding any provision to the contrary, this "form(s)" does not insure loss, damage or expenses caused directly or indirectly, in whole or in part, by a "cyber incident".
This Cyber Incident 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, damage or expenses.
- (b) With respect to any loss, damage or expenses subject to the Cyber Incident Exclusion, the Cyber Incident Exclusion supersedes any exclusion or coverage granted or relating to a "cyber incident".
- (c) The terms of this Cyber Incident Exclusion, or the inability to apply Cyber Incident Exclusion to particular loss, damage or expense, does not serve to create coverage that would not otherwise be included under the policy.

EXCEPTIONS

- (a) **Fire or Explosion**
If a "cyber incident" results in fire or explosion, the Insurer will pay for the loss or damage to insured property caused by that resulting fire or explosion.
- (b) **Vandalism and Malicious Acts**
For purposes of this endorsement, vandalism and malicious acts do not include a "cyber incident".

DEFINITIONS

For purposes of this endorsement, the following definitions are added to the **Definitions** Section:

"Computer System" means any computer, hardware, media, electronic or digital **data**, software, communications or networking system, electronic device (including but not limited to smart phones, laptops, tablets, wearable devices), 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.

"Cyber Incident" means:

- (a) Unauthorized access to or use of any "computer system";
- (b) Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any "computer system" and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any "computer system" or otherwise disrupt its normal functioning or operation; or
- (c) Denial of service attack which disrupts, prevents or restricts access to or use of any "computer system", or otherwise disrupts its normal functioning or operation.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

ADDITIONAL INTEREST(S) ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER PROPERTY COVERAGE

It is hereby understood and agreed that the following interest(s) are hereby made part of the Policy as their interests may appear. Mortgagees if shown are subject to the Mortgage Clause.

SCHEDULE OF ADDITIONAL INTEREST(S)

LOSS PAYEE(S)

TORONTO DOMINION BANK
421 Bay Street,
Sault Ste Marie,, ON P6A 1X3 CA

As their interest may appear

Location Address: 443 NORTHERN AVENUE
Risk Item Type: Building
Description: LEASEHOLD IMPROVEMENTS

Location Address: 443 NORTHERN AVENUE
Risk Item Type: Other Property
Description: CONTENTS OF MEDICAL CLINIC

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

GENERAL CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word “Insured” refers to the Named Insured shown in the Declaration Page(s). The word “Insurer” refers to the company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to either this Form or to the DEFINITIONS of Liability Coverage forms or the Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

The following Conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy under a Property Coverage form (including fire) or a Liability Coverage. 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.

The following General Conditions are only applicable to the provinces of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS

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 voids 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, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium. 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.

5. TERMINATION

5.1. This contract may be terminated,

5.1.1. by the Insurer giving to the Insured written notice of termination at least:

5.1.1.1. five (5) days before the effective date of termination if personally delivered;

5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or

5.1.1.3. thirty (30) days before the effective date of termination if the contract is terminated by registered mail for any other reason.

5.1.2. by the Insured at any time on request.

5.2. When this contract is terminated by the Insurer,

5.2.1. 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; and

5.2.2. 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.

5.3. 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.

5.4. The refund may be made by money, postal or express company money order or cheque payable at par.

5.5. The fifteen (15) and thirty (30) days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

Special condition applicable to Condominium Corporations:

In those jurisdictions where provincial legislation under which the Condominium Corporation is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or General Conditions of this Policy as the case may be, such prescribed conditions shall apply.

6. REQUIREMENTS AFTER LOSS

6.1. Upon the occurrence of any loss 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,

6.1.1. immediately give notice of the loss or damage in writing to the Insurer;

6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,

6.1.2.1. 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,

6.1.2.2. 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,

6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,

6.1.2.4. showing the amount of other insurances and the names of other Insurers,

- 6.1.2.5. 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,
 - 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - 6.1.2.7. showing the place where the insured property was located at the time of loss or damage;
 - 6.1.3. if required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;
 - 6.1.4. if required 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.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
- 7. FRAUD**
Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates 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**
- 9.1. 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.
 - 9.2. 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 9.1. 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 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, 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 for one is made in writing and until proof of loss has been delivered.
- 12. WHEN LOSS PAYABLE**
The loss is payable within sixty (60) days after completion of the proof of loss, unless the contract provides for a shorter period.
- 13. REPLACEMENT**
- 13.1. 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 thirty (30) days after receipt of the proof of loss.
 - 13.2. In that event, the Insurer shall commence to repair, rebuild, or replace the property within forty-five (45) days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.
- 14. ACTION**
Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one (1) year after the loss or damage occurs.
- 15. 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 Canada. 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.

ADDITIONAL CONDITIONS (Property Coverage)

- 1. NOTICE TO AUTHORITIES**
Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
- 2. SUE AND LABOUR**
It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
- 3. BASIS OF SETTLEMENT**
Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 4. SUBROGATION**
The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.
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.
Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.
Special condition applicable to Condominium Corporations
Except with respect to criminal act or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:
 - the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and

- the owner of a unit and, if residents of 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 a unit or his or her spouse. **Spouse** means a person who is married to or has entered into a civil union with another person of the opposite or the same sex and is living with that person for at least three years or for at least one year if a child was born or adopted of their union.

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

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

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

5. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

6. CANADIAN CURRENCY CLAUSE

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

7. CONTRIBUTION

If, on the happening of any loss or damage to property in consequences of which a claim is or may be made under this Policy, there is in force more than one contract covering the same interest, the liability of the Insurer under this Policy shall be limited to its proportionate share of such claim.

8. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the policy period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

9. BREACH OF CONDITION

9.1. If the Insured 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 Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

9.2. Special condition applicable to Condominium Corporations:

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Policy, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition.

It is further agreed that this insurance shall not be prejudiced by:

9.2.1. any act or neglect of any occupants or owners of the **building** or any part thereof when such act or neglect is not within the control of the **Condominium Corporation**, or

9.2.2. failure of the **Condominium Corporation** to comply with any warranty or condition herein with regard to any portion of the **premises** over which the **Condominium Corporation** has no control.

10. REINSTATEMENT

Unless specified otherwise in this Policy, losses hereunder shall not reduce the amount of insurance of this Policy.

11. LOSS PAYABLE

Special clause applicable to Condominium Corporations

Loss, if any, shall be payable in accordance with the provisions of the provincial 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).

12. PROPERTY OF OTHERS –CONDOMINIUMS

Special condition applicable to Condominium Corporations

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

GENERAL INSURING AGREEMENT APPLICABLE TO THIS POLICY

1. In consideration of the premium specified and the statements contained in the Declaration Page(s) and the conditions, stipulations and declarations contained in the Forms and Endorsements, the Insurer agrees to insure the Insured named in the Declaration Page(s) to the extent provided by the Forms and Endorsements for the policy period.

By acceptance of this Policy, the Insured acknowledges the cancellation from the effective date of this Policy, of any previous policy (or the renewal thereof) which is stated in the Declaration Page(s) as replaced.

2. TERMINATION

Notwithstanding anything contained to the contrary in the Conditions specifically applying to each section of this Policy, the Termination condition of the Commercial Property Policy Conditions of this Policy may at the Insurer's option be applied to the contract entirely.

3. DEFINITION

Wherever the word "policy", "contract" (meaning the insurance contract) or "insurance" (meaning the insurance contract) is used in the Conditions applicable to this Policy or in the Forms and Endorsements forming part thereof, such word shall be held to apply only to the specific cover provided by that Section and by the Forms and Endorsements forming part thereof.

STANDARD MORTGAGE CLAUSE (Approved by The Insurance Bureau of Canada)

It is hereby provided and agreed that:

- 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 THE MORTGAGEE'S 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.
- 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.
- 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.
- 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.
- 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.
- 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.

CLAUSE TYPE RELATIVE AUX GARANTIES HYPOTHÉCAIRES (Approuvée par le Bureau d'Assurance du Canada)

- VIOLATIONS DU CONTRAT** – Ne sont pas opposables aux créanciers hypothécaires les actes, négligences ou déclarations des propriétaires, locataires ou occupants des biens assurés, notamment en ce qui concerne les transferts d'intérêts, la vacance ou l'inoccupation, ou l'affectation des lieux à des fins plus dangereuses que celles déclarées.
Les créanciers hypothécaires sont tenus d'aviser l'Assureur (si ce dernier leur est connu) dès qu'ils sont au courant de toute inoccupation ou vacance de plus de trente jours consécutifs, de tout changement dans les droits de propriété ou de toute aggravation du risque, à charge pour eux d'acquiescer, sur demande raisonnable, les surprime afférentes aux aggravations dépassant les normes d'acceptation fixées pour le présent contrat et cela au tarif établi à cet égard et pour la durée du contrat restant à courir à compter du début des aggravations en question.
- SUBROGATION** – À concurrence des indemnités versées par lui aux créanciers hypothécaires, l'Assureur est subrogé dans les droits de ces derniers contre les débiteurs ou propriétaires auxquels il se croit justifié d'opposer un motif de non-garantie, les créanciers hypothécaires n'en demeurant pas moins en droit de recouvrer le solde de leurs créances avant que la subrogation ci-dessus puisse être exercée. L'Assureur se réserve cependant le droit d'acquiescer les créances intégralement, auquel cas il a droit au transfert de celles-ci et de toutes les sûretés les garantissant.
- PLURALITÉ D'ASSURANCES** – Si d'autres assurances sont, à quelque titre que ce soit, acquises aux créanciers hypothécaires, les indemnités qu'ils peuvent en recevoir doivent être prises en ligne de compte pour la détermination des sommes qui leur sont payables.
- PRÉSENTATION DES DEMANDES D'INDEMNITÉ** – En cas d'absence ou incapacité de l'Assuré, ou s'il refuse ou néglige de présenter les déclarations de sinistre ou formulaires de demandes d'indemnité exigées par le contrat, ces déclarations peuvent en être faites par les créanciers hypothécaires dès qu'ils sont au courant des sinistres, les formulaires de demande devant dès lors être produits par eux dans les meilleurs délais.
- CESSATION** – Les effets de la présente clause prennent fin en même temps que le contrat, sous réserve des droits de résiliation dont l'Assureur peut se prévaloir aux termes de ce dernier, et à charge pour l'Assureur de se conformer aux dispositions de l'article 5 des Conditions légales, et de donner aux créanciers hypothécaires le préavis exigé de toute résiliation ou modification pouvant leur causer préjudice.
- SAISIE** – Si les créanciers hypothécaires ou leurs ayants droit acquiescent, par saisie ou autrement, les titres ou les droits de propriété des biens assurés, ils ont droit dès lors au bénéfice de la présente assurance tant qu'elle demeure en vigueur.
Aux conditions ci-dessus (lesquelles doivent par ailleurs prévaloir en ce qui concerne les intérêts des créanciers hypothécaires contre toutes celles du contrat en conflit avec elles), les sinistres sont payables directement aux créanciers hypothécaires ou à leurs ayants droit.

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: _____

Résiliation

Ceci est pour attester que l'assuré, et la personne ayant droit à toute partie du montant de garantie où applicable, nommé, dans le contrat accuse réception que le présent contrat est résilié à partir de _____ 20__ à 0h 01 heure normale à l'adresse du proposant.

Signature de l'Assuré: _____

SECTION II –LIABILITY CONDITIONS

If similar liability conditions are contained in the liability forms forming part of this Policy, those conditions prevail over the following provisions.

1. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligation under this Policy.

2. CANADIAN CURRENCY CLAUSE

All limits of insurance, premiums and other amounts are in Canadian currency.

3. CHANGES

This Policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Declaration Page(s) is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.

4. DUTIES IN THE EVENT OF OCCURRENCE, OFFENCE, CLAIM OR ACTION

4.1. The Named Insured must see to it that the Insurer is notified as soon as practicable of an **occurrence** or an offence which may result in a claim. To the extent possible, notice should include:

- 4.1.1. How, when and where the **occurrence** or offence took place;
- 4.1.2. The names and addresses of any injured persons and witnesses; and
- 4.1.3. The nature and location of any injury or damage arising out of the **occurrence** or offence.

4.2. If a claim is made or **action** is brought against any Insured, the Named Insured must:

- 4.2.1. Immediately record the specifics of the claim or **action** and the date received; and
- 4.2.2. Notify the Insurer as soon as practicable.

The Named Insured must see to it that the Insurer receives written notice of the claim or **action** as soon as practicable.

4.3. The Named Insured and any other involved Insured must:

- 4.3.1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or **action**;
- 4.3.2. Authorize the Insurer to obtain records and other information;
- 4.3.3. Cooperate with the Insurer in the investigation or settlement of the claim or defence against the **action**; and
- 4.3.4. Assist the Insurer, upon the Insurer's 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.

4.4. 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 the Insurer's consent.

5. EXAMINATION OF THE NAMED INSURED' BOOKS AND RECORDS

The Insurer may examine and audit the Named Insured's books and records as they relate to this Policy at any time during the **policy period** and up to three (3) years afterward.

6. INSPECTIONS AND SURVEYS

6.1. The Insurer has the right to:

- 6.1.1. Make inspections and surveys at any time;
- 6.1.2. Give the Named Insured reports on the conditions the Insurer finds; and
- 6.1.3. Recommend changes.

6.2. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:

- 6.2.1. Are safe or healthful; or
- 6.2.2. Comply with laws, regulations, codes or standards.

6.3. Sub-paragraphs 6.1. and 6.2. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

6.4. Sub-paragraph 6.2. of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, by-laws or regulations, of boilers, pressure vessels or elevators.

7. LEGAL ACTION AGAINST THE INSURER

No person or organization has a right under this Policy:

- 7.1. To join the Insurer as a party or otherwise bring the Insurer into an **action** asking for **compensatory damages** from an Insured; or
- 7.2. To sue the Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer will not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, 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.

8. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

9. OTHER INSURANCE

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers by this Policy, the Insurer's obligations are limited as follows:

9.1. Primary Insurance

This insurance is primary except when sub-paragraph 8.2. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in sub-paragraph 8.3. below.

9.2. Excess Insurance

This insurance is excess over:

- 9.2.1. any of the other insurance, whether primary, excess, contingent or on any other basis:
 - 9.2.1.1. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - 9.2.1.2. that is Fire insurance for premises rented to the Named Insured or temporarily occupied by the Named Insured with permission of the owner;

9.2.1.3. If the loss arises out of the maintenance or use of watercraft or **automobile** not otherwise excluded under this Policy.

9.2.2. any other primary insurance available to the Named Insured covering liability for **compensatory damages** arising out of the premises or operations or **products-completed operations hazard** for which the Named Insured has been added as an additional insured by attachment of an Endorsement.

9.2.3. Excess Insurance (Claims Made Form)

If this Policy provides claims-made coverage, this insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis) that is effective prior to the beginning of the **policy period** shown in the Declaration Page(s) of this insurance and applies to **bodily injury, property damage, personal injury or advertising injury** on other than a claims-made basis.

When this insurance is excess, the Insurer will have no duty 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, the Insurer will undertake to do so, but the Insurer will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only the Insured's share of the amount of the loss, if any, that exceeds the sum of:

9.2.4. the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

9.2.5. the total of all deductible and self-insured amounts under all that other insurance.

The Insurer 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 Limits of Insurance shown in the Declaration Page(s) of this Policy.

9.3. Method of Sharing

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

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

10. PREMIUM AUDIT

10.1. The Insurer will compute all premiums for this Policy in accordance with the Insurer's rules and rates.

10.2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period the Insurer 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, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declaration Page(s) of this Policy.

10.3. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

11. PREMIUMS

The first Named Insured shown in the Declaration Page(s):

11.1. Is responsible for the payment of all premiums; and

11.2. Will be the payee for any return premiums the Insurer pays.

12. REPRESENTATIONS

By accepting this Policy, the Named Insured agrees:

12.1. The statements in the Declaration Page(s) are accurate and complete;

12.2. Those statements are based upon representations the Named Insured made to the Insurer; and

12.3. The Insurer has issued this Policy in reliance upon the Named Insured's representations.

13. SEPARATION OF INSUREDS, CROSS LIABILITY

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

13.1. As if each Named Insured were the only Named Insured; and

13.2. Separately to each Insured against whom claim is made or **action** is brought.

14. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE INSURER

If the Insured has rights to recover all or part of any payment the Insurer has made under this Policy, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer's request, the Insured will bring **action** or transfer those rights to the Insurer and help the Insurer enforce them.

15. TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The Named Insured's rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured. If the Named Insured dies, the Named Insured's rights and duties will be transferred to the Named Insured's legal representative but only while acting within the scope of duties as the Named Insured's legal representative. Until the Named Insured's legal representative is appointed, anyone having proper temporary custody of the Named Insured's property will have the Named Insured's rights and duties but only with respect to that property.

16. PROVISIONAL PREMIUM

If the premium shown in this Policy is a provisional premium, the Insurer will, at the end of each audit period, compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the Named Insured subject to the retention of the minimum premium shown in the Declarations of this Policy.

17. TERMINATION

17.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.

17.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:

16.2.1. Five (5) days before the effective date of termination if personally delivered;

16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or

16.2.3. Thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

17.3. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.

17.4. The policy period will end on the date termination takes effect.

17.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph 15. **PROVISIONAL PREMIUM**.

ADDITIONAL CONDITIONS APPLICABLE ONLY TO THE COMMERCIAL UMBRELLA LIABILITY POLICY AND COMMERCIAL EXCESS LIABILITY POLICY

1. ASSIGNMENT

Assignment of interest under this Form will not bind the Insurer until its consent is evidenced by an endorsement to this Form. If, however, the Named Insured will die or be adjudged bankrupt or insolvent, this insurance, unless cancelled, will cover the Insured's legal representative as the Named Insured for the unexpired portion of such period, but only while acting within the scope of his or her duties as such.

2. SUBROGATION

- 2.1 . In as much as insurance under this Form is excess coverage, an Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. In case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery.
- 2.2. The apportioning of any amounts which may be so recovered will follow the principle that any interests (including the Insured) that will have paid any amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the Insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any, but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.
- 2.3. Expenses necessary to the recovery of any such amounts will be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if an to the extent that doing so would breach any

Prohibition

For the purposes of this Clause

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

- 1.1 trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- 1.2 any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity

All other terms and conditions of the Policy remain unchanged.

AMENDED TERMINATION CONDITION (Ontario and Atlantic)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **GENERAL CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that:

1. **Condition 5. TERMINATION of SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS** is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated,
 - 5.1.1. by the Insurer giving to the Insured written notice of termination at least:
 - 5.1.1.1. five (5) days before the effective date of termination if personally delivered;
 - 5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or
 - 5.1.1.3. days before the effective date of termination if the contract is terminated by registered mail for any other reason.
 - 5.1.2. by the Insured at any time on request.
- 5.2. When this contract is terminated by the Insurer,
 - 5.2.1. 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; and
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) and days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

2. **Condition 16. – TERMINATION of SECTION II – LIABILITY CONDITIONS** is amended to read as follows:

16. TERMINATION

- 16.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.
- 16.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 16.2.1. Five (5) days before the effective date of termination if personally delivered;
 - 16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 16.2.3. days before the effective date of termination if the Insurer terminates for any other reason.
- 16.3. The Insurer will mail or deliver notice to the first Named Insured's last mailing address known to the Insurer.
- 16.4. The policy period will end on the date termination takes effect.
- 16.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph **15. PROVISIONAL PREMIUM**.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

The following Statutory Conditions and supplementary Additional Conditions apply to all coverages insured by this Policy (including fire), except where indicated.

Other words and phrases that appear in bold font have special meaning, as defined either in the Definitions Section of this Form or in the Liability or Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

For British Columbia, Alberta and Manitoba, Statutory Conditions 1., 6., 7., 8., 9., 10., 11., 12. and 13. apply only to property insurance.

For Northwest Territories, Nunavut, Saskatchewan and Yukon, Statutory Conditions 2., 6., 7., 8., 9., 10., 11., 12., 13. and 14. apply only to property insurance.

SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)

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

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless:

- 2.1. otherwise specifically stated in the contract; or
- 2.2. the interest of the Insured in that 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 a change of title by succession, by operation of law or by death.

4. 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:
 - 4.1.1. material to the risk; and
 - 4.1.2. within the control and knowledge of the Insured.
- 4.2. If an Insurer or its agent is not promptly notified of a change under sub-paragraph 4.1. of this condition, the contract is void as to the part affected by the change.
- 4.3. If an Insurer or its agent is notified of a change under sub-paragraph 4.1. of this condition, the Insurer may:
 - 4.3.1. terminate the contract in accordance with Statutory Condition 5; or
 - 4.3.2. notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- 4.4. If the Insured fails to pay an additional premium when required to do so under sub-paragraph 4.3.2. of this condition, the contract is terminated at that time and Statutory Condition 5.2.1. applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1. 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The fifteen (15) day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. 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,
 - 6.1.1. immediately give notice in writing to the Insurer;
 - 6.1.2. 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;
 - 6.1.2.1. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. stating the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - 6.1.2.7. stating the place where the insured property was at the time of loss.
 - 6.1.3. if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
 - 6.1.4. if required by the Insurer and if practicable;

- 6.1.4.1. produce books of account and inventory lists;
 - 6.1.4.2. furnish invoices and other vouchers verified by statutory declaration; and
 - 6.1.4.3. furnish a copy of the written portion of any other relevant contract.
- 6.2. The evidence given, produced or furnished under sub-paragraph 6.1.3. and 6.1.4. of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. FRAUD

Any fraud or willfully 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.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6.1.1. may be given and the proof of loss under Statutory Condition 6.1.2. may be made:

- 8.1. by the agent of the Insured; if
 - 8.1.1. the Insured is absent or unable to give the notice or make the proof; and
 - 8.1.2. the absence or inability is satisfactorily accounted for; or
- 8.2. 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 8.1. of this condition.

9. 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.
- 9.2. The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under sub-paragraph 9.1. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has:

- 10.1. 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
- 10.2. 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
 - 10.2.1. without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property; and
 - 10.2.2. without the Insurer's consent, there can be no abandonment to it of the insured property.

11. 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.
- 11.2. There is no right to a dispute resolution process under this condition until:
 - 11.2.1. a specific demand is made for it in writing; and
 - 11.2.2. the proof of loss has been delivered to the Insurer.

12. WHEN LOSS PAYABLE

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.

13. 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.
- 13.2. If the Insurer gives notice under sub-paragraph 13.1. 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.

14. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

15 NOTICE

- 15.1. 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.
- 15.2. 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.

SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

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 of 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 therein 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 Act** or change of title by succession, by operation of law, or by death.

* *Bankruptcy and Insolvency Act* (Canada) applies to Saskatchewan.

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 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 (15) days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION

- 5.1. This contract may be terminated:
- 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2. by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
- 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) days mentioned in clause 5.1.1. 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.

6. 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:
- 6.1.1. forthwith give notice thereof in writing to the Insurer;
 - 6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
 - 6.1.2.1. 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;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. showing the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
 - 6.1.2.7. showing the place where the property insured was at the time of loss;
 - 6.1.3. if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - 6.1.4. 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.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of sub-paragraph 6.1. of the condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. FRAUD

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

8. WHO MAY GIVE NOTICE AND PROOF

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.

9. 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.
- 9.2. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph 9.1. of this condition according to the respective interests of the parties.

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, 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.

11. APPRAISAL

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.

12. WHEN LOSS PAYABLE

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

13. 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 (30) days after receipt of the proofs of loss.
- 13.2. In the 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.

14. ACTION**

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year*** next after the loss or damage occurs.

** 14. Action is not applicable in Saskatchewan

*** Two years in Yukon Territory.

15. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

16. NOTICE

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 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.

SECTION III - ADDITIONAL CONDITIONS (APPLICABLE ONLY TO PROPERTY INSURANCE UNLESS NOTED OTHERWISE)

1. NOTICE TO AUTHORITIES

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempted theft, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

2. NO BENEFIT TO BAILEE

It is warranted by the Insured that this insurance shall in no way insure directly or indirectly to the benefit of any carrier or other bailee.

3. PAIR AND SET

In the case of loss of or damage to any article(s), whether scheduled or unscheduled, which is (are) a part of a set, the measure of loss of or damage to such article(s) shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

4. PARTS

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

5. SUE AND LABOUR

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

6. BASIS OF SETTLEMENT

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

7. SUBROGATION (ALL LINES OF INSURANCE)

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. The Insurer shall have the right to control such subrogation.

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.

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

Refer to Special Provisions applying to Condominium Corporations which follows.

8. ACTION (EXCLUDING NORTHWEST TERRITORIES, NUNAVUT, AND YUKON)

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

- 8.1. in the case of loss or damage to insured property, not later than two years after the date the Insured knew or ought to have known the loss or damage occurred; and
- 8.2. in any other case, not later than two years after the date the cause of action against the Insurer arose.

9. BREACH OF CONDITIONS

If the Insured 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 Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

Refer to Special Provision applying to Condominium Corporations which follows.

10. OTHER INSURANCE

The Insurer is not liable:

- 10.1. for more than the portion of any loss, destruction or damage covered by this Policy which the applicable limit of this Policy bears to the total amount of insurance covering against the peril of fire irrespective of whether or not such other insurance gives insurance in respect of the perils covered by this Policy, whether by endorsement thereto or otherwise;
- 10.2. where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected.

Refer to Special Provision applying to Condominium Corporations which follows.

11. PROPERTY OF OTHERS

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

12. REINSTATEMENT

With the exception of losses that are subject to annual aggregate limits, any loss under this Form shall not reduce the limits of insurance.

13. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the Policy Period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

14. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

15. CANADIAN CURRENCY CLAUSE (ALL LINES OF INSURANCE)

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

SECTION IV - SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

1. SUBROGATION

This clause replaces **Additional Conditions 7.** above.

Subrogation shall be in accordance with the provisions of the provincial or territorial legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, subrogation is as stated in this clause.

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. The Insurer shall have the right to control such subrogation.

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:

- 1.1 the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and
- 1.2 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 a **unit** or his or her **spouse**.

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.

2. 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).

3. BREACH OF CONDITION

This clause replaces **Additional Conditions 9.** above:

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:

- 3.1. if the **Condominium Corporation** fails to comply with a condition in part of the **premises** over which the **Condominium Corporation** has no control; or
- 3.2. if the breach is committed by an owner of a **unit** or occupant without the knowledge or consent of the **Condominium Corporation**.

4. 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.

5. TERMINATION

In those jurisdictions where provincial or territorial legislation under which the **Condominium Corporation** is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or Special Provisions of this Policy, such prescribed provincial or territorial conditions shall apply.

6. OTHER INSURANCE

This clause replaces **Additional Conditions 10.** above:

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 or as in accordance with provincial or territorial legislation applicable to Other Insurance.

SECTION V - GENERAL LIABILITY CONDITIONS

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

1. NOTICE OF CLAIM OR SUIT

Upon the happening of an accident or **occurrence** that may give rise to a claim under this Policy, the Insured shall give notice of such accident or **occurrence** to the Insurer as soon as practicable after notice has been received by an officer of the Insured.

Such notice shall contain all available information pertaining to such accident or **occurrence** that is obtainable at the time.

If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by the Insured or the Insured's representatives.

2. ASSISTANCE AND COOPERATION

The Insured shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

3. ASSUMPTION OF LIABILITY

The Insured shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

4. ACTION AGAINST INSURER

No action shall lie against the Insurer unless, as a condition precedent, to such action there shall have been full compliance with all of the terms of this Policy. In addition, no action shall lie against the Insurer until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Insurer. The Insurer shall not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance.

Unless another time limit is specified to the contrary in any Canadian province' Insurance Act governing this Policy, every action or proceeding against the Insurer shall be commenced within one year of the date of such judgement or written agreement and not afterwards. The sole venue for coverage legal action related to this Policy shall be a Superior Court in Canada.

Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations under this Policy.

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.

5. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada

6. PREMIUM AND ADJUSTMENT OF PREMIUMS

- 6.1. Unless indicated as "Flat rate premium", the premium stated in the Declaration Page(s) for this Form is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium basis and rates shown in the Declaration Page(s) for this Form as "Basis of premium adjustment" shall be used in ascertaining the earned premium.
- 6.2. In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the Declaration Page(s), or in any endorsement, the earned premium shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- 6.3. Subject to the retention by the Insurer of the amount stated in the Declaration Page(s) for this Form as "Minimum annual premium", if the earned premium for this Policy thus computed exceeds the estimated deposit premium paid, the Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- 6.4. The Named Insured shall maintain for each hazard insured against, a record of the information necessary for premium computation on the basis stated and shall submit such record to the Insurer at the end of the Policy Period and at such other times during the Policy Period as the Insurer may direct.

7. INSPECTION AND AUDIT

- 7.1. The Insurer shall be permitted, but is not obligated, to inspect the Insured's property and operations. Neither the Insurer's right to inspect nor reporting based on such inspections shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.
- 7.2. The Insurer may examine and audit the Insured's books and records at any time during the Policy Period and extensions of the Policy Period and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

8. OTHER INSURANCE

The Insurer shall not be liable if at the time of an accident or **occurrence** covered by this Policy there is any other insurance that would have attached if this insurance had not been effected, and this insurance shall specifically exclude losses covered by such other valid insurance. This insurance shall apply only as excess insurance and in no event as contributing insurance and then only after all such other insurance has been exhausted.

The Insurer acknowledges the existence of any Policies arranged to apply in excess of the insurance provided by this Policy and it is agreed that notwithstanding anything contained in this Condition the insurance provided by such excess Policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this Policy is concerned and shall be held to attach and cover only after the insurance under this Policy has been exhausted.

9. SUBROGATION

9.1. Applicable to underlying insurance

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery against any third party except where the amount of settlement exceeds the amount provided in aggregate by this Policy and any other valid and collectible insurance in which case the Insured shall be entitled to all recovery until such excess has been made good to the Insured. The Insured shall execute all papers required and shall do everything necessary within his power to secure such rights.

9.2. Applicable to umbrella insurance

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall be made between the Insured and the Insurer, provided always that nothing in this clause shall be construed to mean that losses under this insurance are not recoverable until the Insured's **ultimate net loss** has been finally ascertained. In as much as this Policy is umbrella-type excess coverage, the Insured's right of recovery against any person or other entity cannot always be exclusively subrogated to the Insurer. It is therefore understood and agreed that, in case of any payment under this Policy, the Insurer shall act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. The apportioning of any amounts that may be so recovered shall follow the principle that any other insurer or the Insured that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by them. The Insurer shall then be reimbursed of out of any balance then remaining up to the amount paid under this Policy. Lastly, the interests of any insurer and the Insured of which this coverage is excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the insurers and the Insured concerned, in the ratio of their respective recoveries as finally settled.

10. CANCELLATION - TERMINATION

- 10.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate and procedure for the time the Policy has been in force.
- 10.2. This Policy may be cancelled or terminated:
 - 10.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days notice in writing of cancellation by registered post, or five (5) days notice in writing of cancellation personally delivered;
 - 10.2.2. In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured thirty (30) days notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 10.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.
- 10.4. Where the Policy is terminated by the Insurer:
 - 10.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 10.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 10.5. Where the Policy is terminated by the Named Insured:
 - 10.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premiums in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 10.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 10.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 10.7. The thirty (30) days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 10.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 10.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured.

11. WAIVER

No notice to any Agent or knowledge possessed by any Agent or by any other person shall be held to effect a waiver or change in any part of this Policy. The terms of this Policy shall not be waived or changed except by endorsement issued to form a part of this Policy.

12. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurer until their consent is endorsed on this Policy, except through change of title by succession, death or proceedings under any bankruptcy act.

13. SPECIAL STATUTES

If any condition of this Policy, relating to limitation of time for notice of accident or for instituting legal proceedings, is at variance with any specific statutory provision in the province in which the accident occurs such statutory provision shall be substituted for such condition.

14. CROSS LIABILITY AND SEPARATION OF INSURED

The insurance as is afforded by this Policy shall apply in respect to any claim or **action** brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate Policy had been issued to each Insured.

The inclusion under this Policy of more than one Insured shall not operate to increase the Limit of Liability under this Policy.

Any breach of a condition of this Policy by any Insured shall not affect the protection given by this Policy to any other Insured who is not, or was not, a party to such breach of condition.

15. DEDUCTIBLE CLAUSE

COVERAGE A

The Insured shall pay the amount stated in the Declaration Page(s) for this Form as Deductible or Deductible - U.S. Claims for each and every claim related to **property damage** under paragraph 1. **INSURING AGREEMENT of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Commercial General Liability Max Form. If more than one claim arises or results from a single **occurrence**, the deductible amount shall only apply once.

16. REIMBURSEMENT CLAUSE

Applicable to COVERAGE A and to **personal injury** under COVERAGE B

In the event a claim payment is made by the Insurer, the Insured shall reimburse the Insurer with respect to all claims, legal fees and adjusting expenses combined in any one accident or **occurrence**, up to the Deductible amount stated in the Declaration Page(s) for this Form as **Reimbursement or Reimbursement - US Claims**, and the Insurer shall only be liable for loss, damage or expense in excess of that amount.

The terms of the Policy, including those with respect to notice of accident or **occurrence** and the Insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

SECTION VI - DEFINITIONS

1. **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.

2. **Premises** means:

2.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:

2.1.1. areas under adjoining sidewalks and driveways;

2.1.2. in or on vehicles within 100 metres (328 feet) of such property lines described in 2.1.;

2.2. in the open within 305 metres (1000 feet) of such property lines described in 2.1.

3. **Spouse** means a person:

3.1. who is married to or has entered a civil union with another person and is living with that person;

3.2. 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 years: or in the following cases, for at least one year if:

3.2.1. a child has been born or is to be born of their union;

3.2.2. they have adopted a child together.

4. **Unit** means the unit as defined in the declaration, description or bylaws of the **Condominium Corporation** or provincial or territorial legislation relating to condominiums or divided co-ownership. It refers to a strata lot in British Columbia.

SECTION VII - ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY (APPLICABLE TO BRITISH COLUMBIA, ALBERTA, MANITOBA, NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

1.1. trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and

1.2. any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity.

AMENDED CANCELLATION-TERMINATION CONDITION (Other Provinces and Territories)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that

1. Condition 5. **TERMINATION OF INSURANCE of SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)**, is amended to read as follows:

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1 by the Insurer giving to the Insured days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1.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
 - 5.2.2.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.
- 5.3. 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.
- 5.4. The day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

2. Condition 5. **TERMINATION of SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)**, is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated:
 - 5.1.1 by the Insurer giving to the Insured days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2.by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
 - 5.2.1.the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2.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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5 The days mentioned in clause 5.1.1. 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.

3. Condition 9. – **CANCELLATION - TERMINATION of SECTION V - GENERAL LIABILITY CONDITIONS** is amended to read as follows:

9. CANCELLATION - TERMINATION

- 9.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate table and procedure for the time the Policy has been in force.
- 9.2. This Policy may be cancelled or terminated:
 - 9.2.1.In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days' notice in writing of cancellation by registered post, or five (5) days' notice in writing of cancellation personally delivered;
 - 9.2.2.In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured days' notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 9.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.

- 9.4. Where the Policy is terminated by the Insurer:
 - 9.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 9.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 9.5. Where the Policy is terminated by the Named Insured:
 - 9.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 9.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 9.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 9.7. The days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 9.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 9.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

PROPERTY CONDITIONS

IN ADDITION TO PROVINCIAL STATUTORY AND ADDITIONAL CONDITIONS

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to All Property and Business Interruption Coverage and is subject to all terms, conditions, limitations and exclusions of such form.

1. Should any of the following clauses be included in:
 - (a) GNGX3569 General Conditions and Statutory Conditions of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland form; or
 - (b) GNGX3755 General Conditions and Statutory Conditions British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut, Saskatchewan and Yukon formattached to and forming part of this policy, the clause(s) shown in the GNGX3569 or GNGX3755 shall prevail.

ADDITIONAL PROPERTY CONDITIONS

1. **LIBERALIZATION CLAUSE:** If, during the "policy period", rules or regulations affecting the Policy are revised by statute and coverage provided by this Policy could be extended or broadened without an additional premium charge, such extended or broadened insurance this Policy shall provide coverage accordingly.
2. **MORTGAGE CLAUSE (APPROVED BY: THE INSURANCE BUREAU OF CANADA)**
 - (a) It is hereby provided and agreed that: Breach of Conditions by Mortgagor, Owner or Occupant.

This 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 the mortgagee's 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.
 - (b) 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 therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the "Named 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.
 - (c) 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.
 - (d) Who May Give Proof of Loss

In the absence of the "Named Insured", or the inability, refusal or neglect of the "Named 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.
 - (e) Termination.

The term of this mortgage clause coincides with the "policy period";

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.
 - (f) Foreclosure (In the Province of Quebec, Transfer of Title)

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 this 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.
3. **NO BENEFIT TO BAILEE:** It is warranted by the "Named Insured" that this insurance shall in no way ensure directly or indirectly to the benefit of any carrier or other bailee.
4. **PAIR AND SET:** In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.
5. **PARTS:** In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the "Insurer" is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

6. PERMISSION:

This clause does not alter the "limit of insurance". For the purposes of this Form this clause only gives Permission for the following situations:

- (a) for other insurance concurrent with this insurance;
- (b) to make additions, alterations or repairs;
- (c) to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to the "Named Insured's" business.
- (d) property preservation: If any of the insured property is necessarily removed from the "premises" to prevent loss of or damage to or further loss of or damage to such property, for thirty (30) days only, or for the unexpired term of the Policy if less than thirty (30) days, insure the property removed and any property remaining at the "premises".

7. SPRINKLER MAINTENANCE (Applicable to Sprinklered Locations): It is understood and agreed that the "Named Insured" shall notify the Insurer of any interruption to or flaw or defect in the sprinkler equipment coming to the knowledge of the Insured.

LLOYD'S ADDITIONAL CONDITIONS

LLOYD'S

Lloyd's Approved Coverholder ("the Coverholder"):
Intact Public Entities Inc.

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 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 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 Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

15 April 2022

LSW1548d (Amended)

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this 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 contract.

The proportion of liability under this 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 contract.

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 itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. 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 this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

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

LMA5096 (Combined Certificate) 7 March 2008

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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8
LMA5028B 15 April 2022

NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers' licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit www.lloyds.com. Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information. Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection

while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

Authority to collect, use and disclose personal information

When you share information with us for purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

05/19
LSW1543D

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

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.

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LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

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**CRIME
POLICY DECLARATIONS**

Policy Number: CP80727E

Replaces Number: RENEWAL

Process Date: March 12, 2024

Intact Public Entities Inc. is a Managing General Agent and is duly authorized by the Insurer(s) vested with underwriting authority on behalf of the Insurer(s) for the proportions of indemnity so stated under the Subscribing Companies.

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms and Endorsements of this Policy.

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

Policy Period:

From MARCH 31, 2024

To MARCH 31, 2025

at 12:01 a.m. Standard Time at the Named Insured's postal address shown on this Certificate

Insured's Operations

MEDICAL CLINIC

Schedule of Coverage

(Insurance is provided, subject to the Declarations, Terms, Conditions of the Policy and its Form(s), only for the coverage for which specific Form(s) are attached and for which a specific Limit or Amount of Insurance is shown hereunder.)

Refer to attached if applicable

Minimum retained premium for this policy is (\$)122

**Total
(\$) Premium** 814

The policy contains a clause that may limit the amount payable.

In witness whereof the Insurers have duly authorized Intact Public Entities Inc. to execute and sign this policy on their behalf for the proportions of indemnity so stated.

Intact Public Entities Inc.
278 Pinebush Road, Suite 200
Cambridge, ON N1T 1Z6

Glenn M.

President

Authorized Representative

In consideration of the Premium stated, the Insurer(s) will indemnify the Insured with the Terms and Conditions of this Policy.

This Policy is issued subject to the Declaration Page(s), Coverage Agreements, Exclusions, Definitions, Conditions and Limits as well as the Endorsements or Amendments brought to this Policy which may from time to time be added to form part of this Policy.

Whenever used in the Declaration Page(s) or in the Forms and Endorsements forming part of this insurance contract, the expression "Policy" means this/these Declaration Page(s) and all Forms, Endorsements and amendments brought to this Policy forming part of this insurance contract for each Coverage.

Notwithstanding any contrary provision, the Coverage provided under any Form or Endorsement attached to this Policy does not extend to any other Form or Endorsement, unless such Form or Endorsement specifies that its Coverage extends and applies to this other Form or Endorsement.

In accepting this Policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this Policy, any previous policy stated in the Declaration Page(s) is replaced by this Policy, including all renewals attaching thereto.

Cancellation/Non-acceptance of this Policy

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

If you no longer require this Policy, please complete and return the portion below otherwise leave blank. We strongly recommend that you review this with your Broker to ensure that you fully understand the impact of this decision.

Cancellation Agreement

I/we agree as the undersigned Insured named in this policy CP80727E and renewal certificates (if any), hereby acknowledge the cancellation thereof _____ At 12:01 a.m. standard time and agree that all coverages and liability of

Day/Month/Year

Intact Public Entities Inc. and The Insurer(s) with respect to all accidents, losses or damage occurring on and after the date of cancellation is hereby terminated.

X

Signature (only required if cancelling the Policy)

Subscription Form

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted thereof or added thereto by endorsement, the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly agree, each for the proportion set against its name in the List of Subscribing Companies, that if the insurance described in the Schedule of Coverage of this policy is provided by the terms of this policy and endorsements attached hereto, while the policy is in force, the Insurers will indemnify the Insured against the loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

Subscribing Companies

Insurers	Participation (%)	(\$) Premium
Intact Insurance Company	42.25	344
Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	307
Temple Insurance Company	20.00	163
Total	100	814

COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION

This policy provides "occurrence" coverage. Various provisions in this "policy" restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "Insured" refer to the Named Insured shown in the "declarations", and any other person or organization qualifying as the Named Insured under this policy. The word "Insurer" refers to the Company or Companies providing this policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section.

These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

Coverage under each Insuring Agreement only applies if a "Limit of Insurance" is shown in the "declarations".

INSURING AGREEMENTS

The Insurer shall pay for "loss" sustained by an "Insured" resulting directly from:

I. "Employee" Dishonesty – Form A

"Loss" of "property" which the "Insured" shall sustain, to an amount not exceeding in the "aggregate" the amount stated on the "declarations" applicable to this Insuring Agreement resulting directly from one or more "dishonest or fraudulent acts" committed by an "employee" whether acting alone or in collusion with others.

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as "Employee" Dishonesty – Form A.

II. "Loss" Inside the "Premises"

"Loss" of "money" and "securities" by the actual destruction, disappearance or wrongful abstraction thereof within the "premises" or within any "financial institution" or similar place of safe deposit.

"Loss" of (a) "other property" by "safe burglary" or "robbery" within the "premises" or attempt thereat, and (b) a locked cash drawer, cash box or cash register by felonious entry into such container within the "premises" or attempt thereat or by felonious abstraction of such container from within the "premises" or attempt thereat.

Damage to the "premises" by such "safe burglary", "robbery" or felonious abstraction, or by or following burglarious entry into the "premises" or attempt thereat, provided with respect to damage to the "premises" the "Insured" is the owner thereof or is liable for such damage.

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as "Loss" Inside the "Premises".

III. "Loss" Outside the "Premises"

"Loss" of "money" and "securities" by the actual destruction, disappearance or wrongful abstraction thereof outside the "premises" while being conveyed by a "messenger" or any "authorized representative" or while within the living quarters in the home of any "messenger".

"Loss" of "other property" by "robbery" outside the "premises" or attempt thereat while such "property" is being conveyed by a "messenger" or any "authorized representative" or by "theft" while within the living quarters in the home of any "messenger".

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as "Loss" Outside the "Premises".

IV. Money Orders and "Counterfeit" Paper Currency

The acceptance by the "Insured" in good faith, in the regular course of business, and in exchange for merchandise, "money" or services, of any:

- (a) "financial institution", post office or express money order, issued or purporting to have been issued by any "financial institution", post office or express company, if such money order is not paid upon presentation, or
- (b) "counterfeit" Canadian or the United States of America paper currency.

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as Money Orders and "Counterfeit" Paper Currency.

V. "Forgery" or Alteration

"Forgery" or alteration of, on or in a "financial instrument", made or drawn by or upon the "Insured", or purporting to have been so made or drawn.

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as "Forgery" or Alteration.

VI. "Credit Card" "Forgery"

"Forgery" or alteration of, on or in any written instrument required in connection with any "credit card" issued either to the "Insured" or, at the request of the "Insured", to any "employee", officer or "partner". However, coverage shall apply only if the person or entity to whom the "credit card" was issued has fully complied with the provisions, conditions and other terms under which such "credit card" shall have been issued.

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as "Credit Card" "Forgery".

VII. Computer and Transfer Frauds

(a) Computer Fraud

The use of a "computer system" to fraudulently cause a transfer of "property" from inside the "premises" or from inside a "financial institution premises" to a person or place outside of either such "premises".

(b) "Computer Virus" Fraud

The "Insured" having, in good faith,

- (i) transferred, paid or delivered any "property", or
- (ii) established credit, debited any account or given any value,

as the direct result of the destruction or attempted destruction of the "Insured's" "electronic data" due to a "computer virus" while such "electronic data" are stored within the "Insured's" or a "service provider's computer system".

(c) "Funds Transfer Fraud"

Any "funds transfer fraud" by a "third party".

(d) Voice Computer Toll Fraud

Any charges incurred by the "Insured" for telephone long-distance toll-calls as a direct result of the fraudulent use of either an "account code" or a "system password" in connection with a "voice computer system", but only where such "voice computer system" is owned or leased by the "Insured", and installed on the "premises".

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as Computer and Transfer Fraud.

VIII. Extortion

(a) Threats to Persons

A threat communicated to the "Insured" to do bodily harm to:

- (i) a director, "employee" or "partner" of the "Insured",
- (ii) a relative or invitee of any person indicated in (i) above,

who is, or allegedly is, being held captive when the captivity, or alleged captivity, takes place within Canada or the United States of America.

(b) Threats to "Property"

A threat communicated to the "Insured" to do damage to the "premises" or to "property" of the "Insured" located in Canada or the United States of America.

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as Extortion – Threats to Persons or Extortion – Threats to "Property".

IX. "Pension or Employment Benefit Plan"

"Loss" of "property" which a "pension or employee benefit plan" shall sustain resulting directly from one or more "dishonest or fraudulent acts" committed by a "fiduciary", acting alone or in collusion with others.

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as "Pension or Employment Benefit Plan".

X. "Loss" Sustained by a "Client"

"Loss" of "property" which any "client" shall sustain resulting directly from one or more "dishonest or fraudulent acts", committed by an "employee", acting alone or in collusion with others, but not in collusion with the "client's" "employees".

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as "Loss" Sustained by a "Client".

XI. Audit Expenses

Necessary and reasonable expenses, other than the "Insured's" internal costs (such as, but not limited to, any "employee" remuneration) paid by the "Insured" to prepare and file the proof of "loss" under this policy.

The "Limit of Insurance" being the amount stated on the "declarations" applicable to this form and shown as Audit Expenses.

EXCLUSIONS

This policy does not apply to:

- (a) "loss" due to any "dishonest or fraudulent act" committed by any "Insured", "partner", "employee", "fiduciary", director, officer, trustee or "authorized representative" of any "Insured", whether acting alone or in collusion with others, while performing services for the "Insured" or otherwise, except when covered under Insuring Agreements I, IX, X or XI;

- (b) "loss", the proof of which, either as to its factual existence or as to its amount, is solely dependent upon an inventory computation or a profit and "loss" computation. However, where the "Insured" establishes wholly apart from such computation that it has sustained a "loss", it may offer its inventory records and actual physical count of inventory in support of the amount of "loss" claimed;
- (c) "loss" 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 cause that contributes concurrently or in any sequence to the "loss", damage, cost or expense;
- (d) "loss" 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 cause that contributes concurrently or in any sequence to the "loss", damage, cost or expense;
- (e) under Insuring Agreements II, III, VI, VII, "loss" due to:
 - (i) the giving or surrendering of "property" in any exchange or purchase,
 - (ii) accounting or arithmetical errors or omissions,
 - (iii) "theft", destruction or disappearance of manuscripts, books of account, records, microfilm, "electronic data", or tapes except to the extent of any coverage provided by Insuring Agreement VII b) or
 - (iv) vandalism;
- (f) under Insuring Agreements II, III, VI and VII, "loss" due to:
 - (i) any "dishonest or fraudulent act" used to induce an "employee" or "authorized representative" to part voluntarily with title to or possession of any "property",
 - (ii) the transfer or the surrender of "property" to a person or place outside the "premises" or "financial institution premises" on the basis of "unauthorized instructions", unless otherwise covered under Insuring Agreement VII, or
 - (iii) the transfer or the surrender of "property" to a person or place outside the "premises" or "financial institution premises":
 - (a) as a result of a threat to do bodily harm to any person, or
 - (b) as a result of a threat to do damage to any "property";
- (g) "loss" due to or arising out of the use of any "automated mechanical device" which is owned, leased or operated by the "Insured", unless all amounts of "money" and "securities" disbursed from and received by the "automated mechanical device" are recorded by a continuous recording instrument therein;
- (h) "loss" directly or indirectly, in whole or in part for:
 - (i) liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
 - (ii) 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 Insurance";
 - (iii) "nuclear energy hazard" arising from:
 - (a) the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an "Insured";
 - (b) 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";
 - (c) 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 cause that contributes concurrently or in any sequence to the "loss", damage, cost or expense;
- (i) "loss" due to damage to the "premises" resulting from fire, however caused, other than to "money" or "securities";
- (j) any fees, costs or expenses incurred or paid by the "Insured" in prosecuting or defending any legal proceeding brought by or against the "Insured", whether or not such proceeding results or would result in a "loss" to the "Insured" that is covered by this policy, except as may be specifically stated to the contrary in this policy;
- (k) indirect or consequential "loss" of any kind including, but not limited to:
 - (i) the "Insured's" inability to realize income including, but not limited to, interest and dividends that would or might have been realized had there been no "loss",
 - (ii) payment of damages of any type for which the "Insured" is or was legally liable, other than compensatory damages arising directly from a "loss" covered under this policy, or
 - (iii) payment of costs, fees or other expenses of any kind, except where covered under Insuring Agreement XI;
- (l) "loss" of "property" due to the transfer or conversion by means of a computer to a person or place outside of the "premises" or any "financial institution premises" on the basis of "unauthorized instructions", unless otherwise covered under any of Insuring Agreements VII (a), VII (b) or VII (c);
- (m) "loss" sustained by one "Insured" to the advantage of any other "Insured";

- (n) under Insuring Agreements II and III, "loss" due to the acts of any broker, factor, commission merchant, consignee, "authorized representative", independent contractor or other agent, or other representative of the same general character, or any of their "employees" or agents;
- (o) "loss" of "property" while in the mail or in the custody of a carrier for hire other than an "authorized representative";
- (p) "loss" due to any authorized or unauthorized trading of "property" whether or not in the name of the "Insured" and whether or not in a genuine or fictitious account, provided however that this Exclusion shall not apply to Insuring Agreement I;
- (q) "loss" of intangible "property" of any kind including, but not limited to, "electronic data", "computer programs", intellectual property, trade secrets or corporate opportunities.

CONDITIONS

It is agreed that if there is any conflict between these conditions and terms and any other provision in this Policy, such conflict shall be resolved in favour of the Named Insured. It is also agreed that 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. Action Against the Insurer

- (a) No legal action may be brought against the Insurer involving any "loss" claimed under this policy unless, as a condition precedent thereto:
 - (i) the "Insured" has fully complied with all the terms of this policy,
 - (ii) the period of ninety (90) days has elapsed from the date on which the required proof of "loss" was filed with the Insurer, and
 - (iii) such action is commenced within two (2) years from the date of "discovery" of the "loss".
- (b) If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by law; and

2. Choice of Law and Jurisdiction

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

3. Assignment

Other than to the extent set out in Insuring Agreement X, the insurance coverage provided under this policy is solely for the benefit of the "Insured" and shall not be for the benefit of any other person, organization or entity. The rights, duties and/or interests of the "Insured" under this policy may not be transferred, assigned or modified without the Insurer's written consent except in the case of the death of an individual named "Insured" (a natural person). In the event that such an "Insured" shall die, then the rights, duties and/or interests of such "Insured" shall be transferred to his or her legal representative, but only while acting within the scope of duties as legal representative. Until such representative is appointed, anyone having temporary custody of the "Insured's" "property" shall have the same rights, duties and interests of the "Insured", but only with respect to such "property".

4. Books and Records

The "Insured" shall keep records of all insured "property" in such manner that the Insurer can verify the amount of any "loss".

5. Canadian Currency Clause

The "Limits of Insurance" and "deductible amounts" as stated in this policy are in Canadian Currency, unless stated otherwise.

6. Cancellation as to Any "Employee" or "Partner"

- (a) Insuring Agreement I of this policy shall be deemed cancelled as to any "employee" or "partner":
 - (i) immediately upon "discovery" by the "Insured" or any "partner" or "designated representative", not in collusion with such "employee" or "partner", on any "loss" of the type covered by this policy, whether committed by that "employee" or "partner" before or after employment by the "Insured" or the date of partnership, as the case may be, and even though the details of such "loss" may not have been known then.
 - (ii) upon the expiry of fifteen (15) days after receipt by the first Named "Insured" of written notice from the Insurer to terminate coverage in respect of such "employee" or "partner", which notice shall be hand delivered or sent by registered mail to the first Named "Insured's" last mailing address known to the Insurer. If the Insurer mails any notice of termination, receipt of such notice by the first Named "Insured" shall be deemed to have occurred five (5) days after such mailing was delivered to the post office of the "Insured's" last mailing address.
- (b) The Insurer shall not pay for "loss" caused by any "employee" or "partner", whether such "loss" was sustained by the "Insured" or any predecessor in interest to the "Insured", for whom similar insurance has been cancelled and not reinstated unless the Insurer specifically agrees in writing to include such "employee" or "partner" within the coverage of Insuring Agreement I.

7. Cancellation of Policy or Insuring Agreement

- (a) Subject to Condition 18. herein, this policy, or any Insuring Agreement if applicable, shall terminate immediately upon:
 - (i) receipt by the Insurer of written notice of cancellation from the first named "Insured",
 - (ii) the expiration of fifteen (15) days after receipt by the first named "Insured" of written notice from the Insurer to terminate the policy for non-payment of premium,

- (iii) the expiration of fifteen (15) days after any "bankruptcy event" provided however that in the event that more than one "Insured" is covered under this policy, the termination shall apply only to those "Insured's" which are the subject of any "bankruptcy event", or
 - (iv) the expiration of ninety (90) days after receipt by the first named "Insured" of written notice from the Insurer to terminate the policy for any other reason than the non-payment of premium or "bankruptcy event" which notice shall be sent to the first named "Insured's" last mailing address known to the Insurer;
- (b) If this policy is cancelled, the Insurer shall send the first named "Insured" any premium refund due. If the Insurer cancels, the refund shall be pro rata. If the first named "Insured" cancels, the refund shall be made in accordance with the Insurer's customary annual short rate table. Payment of any refund by the Insurer shall not be a condition precedent to termination, but such payment shall be made as soon as practicable to the "Insured's" last mailing address known to the Insurer.
 - (c) If the Insurer mails any notice of termination, receipt of such notice by the first named "Insured" shall be deemed to have occurred after receipt at the post office of the "Insured's" last known mailing address known to the Insurer, or as may be dictated otherwise by applicable statute.

8. **Changes**

This policy contains all of the agreements between the Insurer and the "Insured" concerning the insurance afforded. The first named "Insured" shown in the "declarations" is authorized to make changes in the terms of the policy but only with the written consent of the Insurer. This "policy's" terms can be amended or waived only by endorsement issued by the Insurer, signed by an officer or Attorney-In-Fact of the Insurer and made a part of this policy by way of endorsement.

9. **Concealment, Misrepresentation or Fraud**

This policy is void in case of fraud by the "Insured" as it relates to this policy at any time. It is also void if any "Insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- (a) this policy,
- (b) the "property" covered under this policy,
- (c) the interest of any "Insured" in the "property" covered under the policy, or
- (d) a claim under this policy.

10. **Consolidation - Merger - Acquisition - Creation of New Subsidiary**

- (a) If through consolidation, merger, purchase or acquisition of another entity with assets valued at greater than twenty-five per cent (25%) of the "Insured's" assets, any additional persons become "employees", or if the "Insured" acquires the use and control of any additional "premises":
 - (i) the "Insured" must within ninety (90) days of the date of such consolidation, merger, purchase or acquisition give written notice to and receive written consent from the Insurer to extend coverage under this policy to such addition, but
 - (ii) the Insurer reserves the right to require payment of an additional premium for such consent.
- (b) If, through the creation of any new organization (other than a "financial institution") which the "Insured" owns, directly or indirectly, in a proportion greater than twenty-five percent (25%), any additional persons become "employees", or if the Insured acquires the use and control of any additional "premises", then the insurance provided by this policy shall also apply to such "employees" and "premises" automatically from the date of creation of the organization, without the requirement of notice to the Insurer.

11. **Coverage Territory**

Except as set out expressly elsewhere herein, this policy covers "losses" occurring anywhere in the world, at or in connection with "premises" known to the Insurer.

12. **Deductible**

- (a) The Insurer shall not pay for a "loss" in any one "occurrence" unless the amount of the "loss" exceeds the applicable "deductible amount". The Insurer shall then pay the amount of "loss" in excess of such "deductible amount" up to the applicable "Limit of Insurance".
- (b) There shall be no "deductible amount" applicable to "loss" covered under Insuring Agreement IX.

13. **Duties In The Event Of A "Loss"**

- (a) Upon "discovery" of a "loss", the "Insured" shall:
 - (i) except for a "loss" under Insuring Agreements I and IV, notify the police if the "loss" is due to a violation of the law,
 - (ii) give written notice thereof to the Insurer at the earliest practicable moment, and in any event within the earlier of ninety (90) days after such "discovery", or sixty (60) days after termination of coverage,
 - (iii) file a detailed proof of "loss", duly sworn, with the Insurer within four (4) months of such "discovery",
 - (iv) submit to examination under oath, if requested by the Insurer, at such reasonable times and places as the Insurer shall designate, and produce all pertinent records relating to any claim made under the policy, and
 - (v) cooperate fully with the Insurer in all matters pertaining to any "loss" or claims with respect thereto and at all times act with the utmost of good faith towards the Insurer.
- (b) The proof of "loss" shall contain full particulars of the claimed "loss" and all pertinent records relating to the "loss". Under Insuring Agreement V, the proof of "loss" shall include the instrument which is the basis of claim for such

"loss", or if it is impossible to file such instrument because the original no longer exists, it shall include instead the affidavit of the "Insured" or the applicable "financial institution" setting forth the amount and cause of "loss".

14. Joint "Insured"

- (a) If more than one "Insured" is covered under this policy, then the first named "Insured" shown in the "declarations" shall act for itself and for every other "Insured" for all purposes of this policy.
- (b) The first named "Insured" shown in the "declarations" is responsible for the payment of all premiums and shall be the payee for any returned premiums paid by the Insurer.
- (c) If any "Insured", "partner" or "designated representative", not in collusion with a fraud, "discovers" a "loss" or has knowledge of any information relevant to this insurance, such "discovery" or knowledge shall constitute "discovery" or knowledge by every "Insured".
- (d) 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", the Insurer shall have no liability for any "loss" sustained by such "Insured" unless such "loss" is "discovered" within sixty (60) days from the date of such cancellation or termination. Cancellation of this insurance hereunder as respects any "employee" or "partner" as provided in Condition 6. herein shall apply to every "Insured".
- (e) Payment by the Insurer to the first named "Insured" shown in the "declarations" in respect of any "loss" under this policy shall fully release the Insurer on account of such "loss". If the first named "Insured" ceases for any reason to be covered under this policy, then the next named "Insured" shall thereafter be considered as the first named "Insured" for all purposes of this policy.
- (f) Where there is more than one "Insured", the maximum liability of the Insurer for any "loss" or "losses" sustained by any or all of them shall not exceed the amount for which the Insurer would be liable if all "losses" were sustained by any one of them.

15. Liberalization

If the Insurer adopts any revisions that broaden the coverage provided by the wording in this policy without requiring an additional premium within forty-five (45) days prior to or during the "policy period", then the broadened coverage shall immediately apply to this policy.

16. "Limit of Insurance"

- (a) The Insurer's maximum liability for a "loss" in any one "occurrence" shall not exceed the applicable "Limit of Insurance", regardless of the number of "Insured's" sustaining the "loss".
- (b) Subject to Special Conditions 1 (d) if any "loss" is covered under more than one Insuring Agreement, the Insurer shall pay under the Insuring Agreement providing the greatest "Limit of Insurance", unless otherwise stated in this policy. However, in the event that such "Limits of Insurance" are the same, the Insurer shall pay for "loss" under only one Insuring Agreement, with the choice of such Insuring Agreement to be at the option of the first named "Insured".

17. "Loss" Caused By Unidentifiable "Employees"

If a "loss" is alleged to have been caused by the "dishonest or fraudulent acts" of an "employee" and the "Insured" is unable to identify and designate the specific "employee" or "employees" causing such "loss", the "Insured" shall nevertheless have the benefit of Insuring Agreements I and X, subject to the other provisions of this policy, provided that the evidence submitted by the "Insured" in the proof of "loss" proves that the "loss" resulted directly from the "dishonest or fraudulent act" of an "employee".

18. "Loss" Sustained

- (a) During Current "policy period"

The Insurer shall pay for any "loss" sustained through acts committed or events occurring during the "policy period" shown in the "declarations" and "discovered":

- (i) during the "policy period" or
- (ii) during the period not later than one (1) year from the end of the "policy period" under Insuring Agreement(s) I and V.

However the extended period to "discover" a "loss" set out in 18 (a) (ii) above terminates immediately upon the effective date of any other insurance obtained by the "Insured" replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for "loss" sustained prior to its effective date.

- (b) During Prior Insurance

- (i) If the "Insured", or any predecessor in interest, sustained any "loss" during the period of any prior insurance that the "Insured" or any predecessor in interest could have recovered under that insurance except that the time within which to "discover" a "loss" had expired, this policy shall cover such "loss", provided:
 - (a) this policy became effective at the time of cancellation or termination of the prior insurance, and
 - (b) the "loss" would have been covered by this policy had it been in effect when the acts or events causing the "loss" were committed or occurred; and
- (ii) The insurance under this Condition is part of, not in addition to, the applicable "Limits of Insurance" applying to this policy and is limited to the lesser of the amount recoverable under:
 - (a) this policy as of its effective date, or

(b) the prior insurance had it remained in effect.

19. No Benefit to Bailee

The insurance afforded by this policy shall not be, directly or indirectly, for the benefit of any carrier or other bailee for hire.

20. Non-Accumulation of "Limits of Insurance"

Regardless of the number of years this policy remains in force or the number of premiums paid or payable, the limit of the Insurer's liability as shown in the "declarations" and in the applicable "Limits of Insurance" and "deductible amounts" set out therein shall not be cumulative from year to year or period to period.

21. Other Insurance

If other valid and collectible insurance is available to the "Insured" for a "loss" otherwise covered under any Insuring Agreement in this policy, the insurance under this policy shall apply only as excess insurance and the Insurer shall not be liable for any "loss" until the amount of such other insurance is exhausted. However, this policy shall not apply to the amount of "loss" that is greater than the applicable "Limit of Insurance", regardless as to whether there is other insurance available.

22. Ownership of "Property"; Interests Covered

(a) Except as otherwise set out in this Condition:

- (i) "property" covered under this policy is limited to "property" that is owned by the "Insured", held by the "Insured" in any capacity or for which the "Insured" was legally liable prior to the "loss",
- (ii) this insurance is for the benefit of the "Insured" only. It provides no rights to any other person or organization,
- (iii) no "partner" who has committed or has been implicated in "dishonest or fraudulent acts" covered hereunder, shall have any right to, or interest in, any payment made hereunder, and
- (iv) in the event that a "partner" is involved or implicated in any act which results in a "loss", then subject to the applicable "Limits of Insurance" and terms of this policy, the Insurer shall be liable only for the amount by which such "loss" exceeds the "aggregate" of the following:
 - (a) the applicable "deductible amount",
 - (b) any amounts owing to such "partner" by any "Insured", and
 - (c) the value of such "partner's" partnership interest in the "Insured" as determined at the applicable date of "discovery".

(b) In respect of Insuring Agreement X, only:

- (i) the "property" covered under this policy is limited to "property" that is owned by the "client", held by the "client" in any capacity or for which the "client" was legally liable prior to the "loss",
- (ii) this insurance is for the benefit of the "client" and/or the "Insured" only. It provides no rights to any other person or organization, and
- (iii) any payment to be made by the Insurer in respect of a "loss" shall be made payable jointly to the first named "Insured" and to the "client" unless otherwise agreed in writing by the Insurer, the "Insured" and the "client".

23. Recoveries

(a) Any recoveries, less the cost of obtaining such recoveries, made after settlement of a "loss" covered by this policy shall be distributed in the following order:

- (i) to the "Insured", until the "Insured" is reimbursed for any "loss" sustained that exceeds the applicable "Limit of Insurance" and the applicable "deductible amount", if any,
- (ii) to the Insurer, until the Insurer is reimbursed for the settlement made, and
- (iii) to the "Insured", until the "Insured" is reimbursed for that part of the "loss" equal to the applicable "deductible amount", if any.

(b) Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken by or for the benefit of the Insurer, or of original "securities" after duplicates of them have been issued.

24. Subrogation

In the event of any payment under this policy, the Insurer shall be subrogated to all the "Insured's" rights of recovery 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 and to assign and transfer all such rights of recovery to the Insurer. The "Insured" shall do nothing after "discovery" of a "loss" to prejudice such rights and shall extend its reasonable cooperation to the Insurer in its recovery efforts to the extent requested or required.

25. Valuation - Payment - Replacement

(a) Subject to the applicable "Limit of Insurance", and subject to this Condition, the Insurer shall pay for:

- (i) "loss" of "money" but only up to and including its face value,
- (ii) "loss" of "securities", but only up to and including the actual cash value thereof at the close of business on the day on which the "loss" was "discovered". The Insurer may, at its option:
 - (a) pay the value of such "securities", or replace them in kind, in which event the "Insured" must assign to the Insurer all of its rights, title and interest in and to those "securities", or

- (b) pay the cost of any Lost Instrument Bond required in connection with issuing duplicates of the "securities". However, the Insurer shall be liable only for the payment of so much of the cost of such Bond as would be charged for a Bond having a penalty not exceeding the lesser of:
 - (1) the value of the "securities" at the close of business on the day the "loss" was "discovered", or
 - (2) the applicable "Limit of Insurance".
- (iii) "loss" of, or "loss" from damage to "other property", or "loss" from damage to the "premises" or its exterior on a replacement cost basis after deduction for depreciation. However, the Insurer shall not pay more than the lesser of:
 - (a) the cost to replace the lost or damaged "property" with "property" of comparable material and quality and used for the same purpose, or
 - (b) the amount actually spent by the "Insured" necessary to repair or replace such "property".
- (b) The Insurer may, at its option, pay for "loss" of "property":
 - (i) in the currency of the country in which the "loss" occurred, or
 - (ii) in the Canadian dollar equivalent thereof determined at the rate of exchange as published by the Bank of Canada on the day the "loss" was "discovered".
- (c) The Insurer may, with the consent of the "Insured", settle any claim for "loss" of "property" with the owner thereof, if such "property" is not owned by the "Insured". Any "property" for which the Insurer has made indemnification shall become the "property" of the Insurer.
- (d) If the Insurer and the "Insured" cannot agree upon the actual cash value or such cost of repairs or replacement as set out herein, these shall be determined by arbitration.

SPECIAL CONDITIONS

1. "Pension or Employment Benefit Plan"

- (a) If any "pension or employee benefit plan" (hereinafter called "Plan") is "Insured" jointly with any other entity under this policy, the "Insured" or the particular "plan" administrator must select a "Limit of Insurance" for Insuring Agreement IX that is sufficient to provide a "Limit of Insurance" for each "plan" that is at least equal to that required if each "plan" were separately "Insured".
- (b) If the first named "Insured" is an entity other than a "pension or employee benefit plan", any payment made by the Insurer in respect of a covered "loss" under this policy shall be held by that "Insured" for the use and benefit of such "plan".
- (c) In the event that "loss" is sustained in any one "occurrence" by:
 - (i) two or more "pension or employee benefit plans", or
 - (ii) at least one "pension or employee benefit plan", and by an "Insured" other than a plan,
 then any amounts payable by the Insurer shall be paid to the applicable "Insured's" or "plans", as the case may be, on a pro rata basis.
- (d) Notwithstanding Condition 16 (c), in the event that a "loss" is sustained in any one "occurrence" by at least one "pension or employee benefit plan", and by an "Insured" other than a "plan" (as set out in Special Condition 1 (c) (ii) above), then subject to the terms of this Condition, the Insurer may pay for such "loss" under two Insuring Agreements, if applicable. However, the maximum amount payable in this case shall be the greater of the applicable "Limit of Insurance" under either but not both of such Insuring Agreements.

2. "Funds Transfer Fraud"

It is a condition precedent for coverage under Insuring Agreement VII (c) that:

- (a) the "Insured" demonstrate to the satisfaction of the Insurer that at the time the "loss" was sustained, the "Insured" and the "financial institution" jointly had in place written policies and procedures to prevent and/or minimize "losses" from arising through any fraudulent electronic, telegraphic, cable, teletype, facsimile or telephone instructions, or arising through other fraudulent written instructions (other than those referred to in Insuring Agreement V) from or ostensibly from the "Insured" to the "financial institution"; and
- (b) the "Insured" supply to the Insurer, with the proof of "loss", a copy of such written policies and procedures referred to in 2 (a) above, and demonstrate to the satisfaction of the Insurer that such policies and procedures were followed and enforced internally at or by the "Insured" at all times leading up to "discovery" of the "loss".

3. "Voice Computer Toll Fraud"

It is a condition precedent for coverage under Insuring Agreement VII (d) that:

- (a) the "Insured" demonstrate to the satisfaction of the Insurer that at the time the "loss" was sustained, the "Insured" had in place written policies and procedures to prevent persons from obtaining unauthorized access to the applicable "voice computer system" including the following:
 - (i) a "system password" feature in connection with the "voice computer system",
 - (ii) a system by which the "system password" was changed for each user at least once every thirty (30) days, and
 - (iii) a call-disconnect feature in the "voice computer system" which automatically terminates a caller's access to the "voice computer system" after not more than three unsuccessful attempts to input an "account code" into the "voice computer system"; and

- (b) the "Insured" supply to the Insurer, with the proof of "loss", a copy of such written policies and procedures referred to in Special Condition 3 (a) above, and the "Insured" demonstrate to the satisfaction of the Insurer that the policies and procedures set out in Special Condition 3 (a) above were followed and enforced internally at or by the "Insured" at all times leading up to "discovery" of the "loss".

4. **Audit Expense**

The Insurer shall make payment under Insuring Agreement XI only where the applicable "loss" is covered by this policy and in an amount in excess of any "deductible amount" applicable to such covered "loss".

For further clarity, payment under Insuring Agreement XI shall not apply to expenses incurred:

- (a) for routine audits or examinations,
- (b) to correct, modernize, set up or prepare internal procedures, or to organize records, or
- (c) in any recovery effort or proceeding.

It is further understood and agreed that no "deductible amount" shall apply to Insuring Agreement XI.

5. **Extortion**

It is a condition precedent for coverage under Insuring Agreement VIII that:

- (a) prior to the surrender of any "property", the person receiving the threat made every reasonable effort under the circumstances to:
 - (i) determine positively that the threat was genuine;
 - (ii) report the extortionist's demand to the national police authority (Royal Canadian Mounted Police or foreign equivalent thereof), or the local law enforcement authority, and to comply with any recommendation or orders which such authority may have given; and
 - (iii) notify at least one other official of the "Insured" of any intention to surrender such "property", prior to such surrender;
- (b) In the event that the "Insured" learns of any "loss" or potential "loss" under Insuring Agreement 8, the "Insured" shall give immediate notice thereof, with full particulars, to a claims manager or assistant claims manager of the Insurer, and shall at all times provide to the Insurer all co-operation and assistance in all matters pertaining to a "loss" or potential "loss" hereunder; and
- (c) The "Insured" shall make all reasonable efforts not to disclose the existence of this coverage.

DEFINITIONS

1. **"Account code"** means in connection with a "voice computer system", a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to the "voice computer system" for the purpose of making telephone long-distance toll-calls or utilizing voice mail box messaging capabilities or other authorized functional features.
2. **"Aggregate"** means the most the Insurer will pay for all "losses" during any one "policy period".
3. **"Application"** means all signed applications, including materials and attachments prepared specifically for and submitted therewith, for this policy and for any similar policy in an uninterrupted series of policies issued by the Insurer of which this policy is a renewal or replacement.
All such applications, attachments and materials are deemed attached to and incorporated into this policy.
4. **"Application Service Provider (ASP)"** means a business that provides computer-based services to customers over a network.
5. **"Authorized Representative"** means anyone, other than an "employee", "partner", "messenger", director or trustee, acting with the actual or apparent authority of the "Insured", and includes any person or entity that has the actual or apparent authority of the "Insured" to have care and custody of any "property" outside the "premises" provided such "authorized representative" has insurance (other than any which may be provided under this policy) in respect of, or provides indemnity for "loss" of such "property".
6. **"Automated Mechanical Device"** means an unattended mechanical unit which disburses or which receives and gives credit for "money" or "securities", or which makes loans, and includes an automated teller machine, a video lottery terminal, a gaming machine, a card-operated amusement device and a vending machine.
7. **"Bankruptcy Event"** means the making or the deemed making of an assignment into bankruptcy by the "Insured", or the making of a bankruptcy order as against the "Insured", or the appointment of a receiver, where such action is taken pursuant to the *Bankruptcy and Insolvency Act* (Canada), or any equivalent legislation in jurisdictions outside of Canada.
8. **"Client"** means a customer of the "Insured" to whom the "Insured" provides goods or services under a written contract or for a fee.
9. **"Counterfeit"** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
10. **"Computer Programs"** means related electronic instructions that direct the operations of a "computer system" or connected devices to enable the receiving, processing, storage, retrieval, sending, creation and similar functions of the "computer system" and connected devices to interact with "electronic data".

11. **"Computer System"** means:
- (a) personal computers, servers and mainframes with related peripheral components, including storage components and off-line media libraries, and including any similar equipment or facilities of any "service provider", but only to the extent of the "Insured's" interest in such "service provider";
 - (b) operating systems and applications software;
 - (c) terminal devices;
 - (d) related communication devices and networks; and
 - (e) mobile communication devices with related peripheral components
- by which "electronic data" are electronically collected, transmitted, processed, stored and retrieved.
12. **"Computer Virus"** means "malware" which is deliberately and exclusively directed by an individual, including an "employee" or a "partner", at the "Insured", and which propagates itself through a "computer system".
13. **"Credit Card"** means an electronic card issued by a "financial institution", retail store or other business containing unique identification or other verifiable security features to prevent fraud, used to facilitate repeated borrowing or purchasing goods or service without cash and to pay at a later date. However, it does not mean a debit card, stored value or pay safe card, convenience card, e-money or e-currency, or other electronic or digital cash card other than that expressly described in this definition.
14. **"Declarations"** means the "declarations" page, including any associated schedules of coverage, applicable to this policy.
15. **"Deductible Amount(s)"** means the "deductible amount(s)" listed for any particular Insuring Agreement(s) as shown in the "declarations".
16. **"Designated Representative"** means in respect of the "Insured", any elected or appointed director, officer or risk manager, or any senior manager, or any person who while in the "Insured's" employ, has or has had supervisory responsibilities over any "employee" or "partner" who is alleged to have committed any "dishonest or fraudulent acts".
17. **"Dishonest or Fraudulent Acts"** means any "dishonest or fraudulent act" or acts of an "employee" or a "partner", committed alone or in collusion with others with the manifest intent to:
- (a) cause the "Insured" to sustain a "loss"; and
 - (b) obtain financial benefit for any person or entity or for the "employee" or "partner", other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits, obtained in the normal course of employment.
18. **"Discover, Discovers, Discovered, Discovery"** means the time when the "Insured", or any "partner" or "designated representative":
- (a) first becomes aware of facts which would cause a reasonable person to assume or to believe that a "loss" of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such "loss" occurred, even though the exact amount or details of such "loss" may not then be known; or
 - (b) receives notice or becomes aware of an actual or potential claim in which it is alleged or it is possible that the "Insured" is liable to a "third party" under circumstances which, if true, would constitute a "loss" under this policy.
19. **"Electronic Data"** means representations of information or concepts, in any form, stored in a "computer system".
20. **"Employee or Employees"** means:
- (a) any natural person:
 - (i) while in the regular service of the "Insured" in the ordinary course of its business, and for the first sixty (60) days after termination of service, whether temporary, permanent, full-time, part-time or seasonal,
 - (ii) whom the "Insured" compensates directly by salary, wages, and/or commissions, and
 - (iii) whom the "Insured" has the right to direct and control while performing services for the "Insured";
 - (b) any natural person who is furnished temporarily to the "Insured" to:
 - (i) substitute for a permanent "employee" (of a type described in (a) above), who is on leave, or
 - (ii) meet seasonal or short-term work-load requirements,
whom the "Insured" has the right to direct and control while performing services for the "Insured";
 - (c) any natural person who satisfies (a) (i) and (a) (iii) above and who is:
 - (i) not compensated;
 - (ii) a member of a board of directors, board of trustees, board of managers, or equivalent management board of any "pension or employee benefit plan";
 - (iii) performing "employee" duties pursuant to a written contract to which any "Insured" is a party;
 - (d) any "employee" of an entity merged or consolidated with the "Insured" prior to the "policy period".
 - (e) any persons in the "Insured's" service, who are not compensated by salary, wages or commissions including directors, members of council and members of all boards, commissions and committees appointed by and under the jurisdiction of council while performing acts within the scope of their duties for the "Insured".

If there is more than one "Insured" named in this policy, an "employee" (as defined above) of one "Insured" shall be considered to be an "employee" of any other "Insured" provided that person is compensated by salary, wages and/or commissions by any one or more of the named "Insureds".

However, "employee" does not mean any:

- (i) agent, broker, factor, commission merchant, consignee, independent contractor, "authorized representative", or other agent or representative of the same general character, or any of their "employees" or agents;

21. **"Fiduciary or Fiduciaries"** means a trustee, officer, "employee", administrator or manager, and any of their "employees", of any "pension or employee benefit plan" and any "employee" or "partner" while handling the "property" of any "pension or employee benefit plan".

However, a "third party" can be a "fiduciary" only where such "third party" has insurance (other than any which may be provided under this policy) in respect of, or provides indemnity for "loss" of such "property".

22. **"Financial Institution"** means:

- (a) a bank, trust company, credit union or other deposit-taking institution;
- (b) an insurance company; or
- (c) a stock brokerage, securities dealer firm, mutual fund company, or pension fund, securities fund, or liquid assets fund company or other investment institution,

at which the "Insured" maintains one or more accounts.

23. **"Financial Institution Premises"** means the interior portion of any building or the night depository chute or safe maintained or occupied by any "financial institution".

24. **"Financial Instrument"** means a cheque, including a certified cheque, draft, promissory note, bill of exchange, or other written promise, order or direction to pay a sum certain in "money", but does not include "money".

25. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

26. **"Forgery"** means the signing of the name of another person or organization with the intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose. Mechanically or electronically reproduced signatures shall be treated the same as hand-written signatures.

27. **"Funds Transfer Fraud"** means fraudulent electronic, telegraphic, cable, teletype, facsimile or telephone instructions, or other fraudulent written instructions (other than those referred to in Insuring Agreement V) issued to a "financial institution" without the "Insured's" knowledge or consent directing such Institution to transfer, pay or deliver "money" or "securities" from any account maintained by the "Insured" at such Institution to or for the benefit of a "third party".

28. **"Limit(s) of Insurance"** means the "limit(s) of insurance" listed for any particular Insuring Agreement(s) as shown on the "declarations" applicable to this form.

29. **"Loss"** means the actual direct financial "loss" sustained, and where applicable, the permanent reduction in value of any "other property" which is owned by the "Insured", held by the "Insured" in any capacity or for which the "Insured" is legally liable.

30. **"Malware"** means any malicious and unauthorized software designed to infiltrate a "computer system" without the "Insured's" informed consent and includes "computer viruses", worms, Trojan Horses, spyware and other malicious and unwanted software.

31. **"Messenger"** means the "Insured" or a "partner" or any "employee" who has been given permission by the "Insured" to have the care and custody of the insured "property" outside the "premises".

32. **"Money"** means currency, coins, bank notes, bullion, travellers' cheques, register cheques, and money orders held for sale to the public.

33. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".

34. **"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, 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.

35. **"Occurrence"** means:

- (a) with respect to Insuring Agreements I, IX, X, and II, any "loss" caused by or involving one or more "employees", "partners", or "fiduciary(ies)", as the case may be, whether the result of a single act or series of related acts;
- (b) with respect to Insuring Agreement V, any "loss" caused by any person or in which that person is involved, whether the "loss" involves one or more instruments;

- (c) with respect to all other Insuring Agreements, including Insuring Agreements VII (a), VII (b), and VII (d), any "loss" caused by:
 - (i) an act, or series of related acts, involving one or more persons;
 - (ii) an act or series of acts involving a person or group of persons acting together, or
 - (iii) an act or event, or a series of related acts or events, not involving any identifiable person,
 - (d) with respect to Insuring Agreement VII (a) and VII (b), only, all acts or series of related acts occurring within a given thirty (30) day period.
 - (e) All "loss" or series of "losses" involving "dishonest or fraudulent acts" of one individual or involving "dishonest or fraudulent acts" in which one individual is implicated, whether or not that individual is specifically identified, shall be treated as a single "loss". A series of "losses" involving unidentified individuals but arising from the same method shall be deemed to involve the same individual and in that event shall be treated as a single "loss" ; or
 - (f) with respect to Insuring Agreement VII (d) only, a "single loss".
36. **"Other Property"** means any tangible "property" other than "money" and "securities" that has intrinsic value, but does not include any "property" excluded under this policy and does not include intangible "property" such as "electronic data", "computer programs", intellectual property, trade secrets, or corporate opportunities.
 37. **"Partner" or "Partners"** means a natural person who is a general "partner" or a limited "partner" of the "Insured" during the "policy period".
 38. **"Pension or Employee Benefit Plan"** means any "employee" benefit plan or pension benefit plan established solely for the benefit of "employees" which is both sponsored and controlled by the "Insured", and the existence of which is expressly disclosed to the Insurer prior to "discovery" of "loss".
 39. **"Policy Period"** means the time span as shown on the "declarations" commencing with the effective date of the policy until its expiry date, and if there is no definite expiry date set out in the "declarations", then until such time as the policy is cancelled or terminated in accordance with the terms herein.
 40. **"Premises"** means the interior of that portion of any building which is occupied by the "Insured" in conducting its business.
 41. **"Property"** means "money", "securities" and "other property".
 42. **"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.
 43. **"Robbery"** means the "theft" of "property" from the care and custody of a "messenger" or "authorized representative", or from a "watchperson", by violence or threat of violence, committed in the presence and cognizance of such person.
 44. **"Safe Burglary"** means:
 - (a) the "theft" of "property" from within a locked safe or vault located within the "premises" or "financial institution premises" by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - (b) the "theft" of a locked safe or vault from the "premises" or "financial institution premises".
 45. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing either "money" or "other property" and includes revenue and postage stamps in current use (whether actual stamps or unused value in a meter), tokens and tickets, and evidence of debt issued in connection with any creditor charge card, which card is not issued by the "Insured", but does not include "money".
 46. **"Service Provider"** means a natural person, partnership or corporation authorized by way of written agreement to perform data processing services on the "Insured's" behalf using a "computer system", and includes an "application service provider".
 47. **"Single Loss"** means, in respect of Insuring Agreement VII (d) only, a "loss" resulting from telephone long-distance toll-call charges incurred over a period of not more than thirty (30) days inclusive of the date on which the first such telephone long-distance toll-call charge was incurred.
 48. **"System Administration"** means, in connection with a "voice computer system", the performance of security functions including, but not limited to, defining authorized persons to access a "voice computer system", and modifying "account codes" or "system passwords" in connection therewith; and invoking or revoking a "voice computer system" option which directs telephone call routing, or which changes telephone lines or voice over internet protocol (VoIP), or which performs any other similar activity allowed by a hardware- based or software based "voice computer system".
 49. **"System Maintenance"** means in connection with a "voice computer system", the performance of hardware and software installation, diagnostics and corrections and similar activities that are performed to establish or maintain the basic operational functionality of a "voice computer system" or components thereof.
 50. **"System Password"** means in connection with a "voice computer system", a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a "voice computer system" or any portion thereof for the purpose of performing "system administration" or "system maintenance" activities.
 51. **"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.

52. **"Theft"** means the unlawful taking of "property" to the deprivation of the "Insured".
53. **"Third Party"** means a person or entity, other than an "Insured", a director, a trustee or an "employee".
54. **"Unauthorized Instructions"** means instructions which are not actually or apparently authorized by the "Insured".
55. **"Voice Computer System"** means a "computer system" installed in one or more locations which functions as one or more of the following: a private branch exchange (PBX), a VoIP telephone router, a voice mail processor, an automated call attendant, or a system which provides similar capability, where such system is used for the direction or routing of telephone or voice calls in a voice communications network.
56. **"Watchperson"** means a person retained by the "Insured" specifically to safeguard or protect "property" inside the "premises" and who has no other duties.

GENERAL CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to either this Form or to the DEFINITIONS of Liability Coverage forms or the Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

The following Conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy under a Property Coverage form (including fire) or a Liability Coverage. 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.

The following General Conditions are only applicable to the provinces of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS

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 voids 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, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium. 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.

5. TERMINATION

5.1. This contract may be terminated,

5.1.1. by the Insurer giving to the Insured written notice of termination at least:

5.1.1.1. five (5) days before the effective date of termination if personally delivered;

5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or

5.1.1.3. thirty (30) days before the effective date of termination if the contract is terminated by registered mail for any other reason.

5.1.2. by the Insured at any time on request.

5.2. When this contract is terminated by the Insurer,

5.2.1. 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; and

5.2.2. 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.

5.3. 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.

5.4. The refund may be made by money, postal or express company money order or cheque payable at par.

5.5. The fifteen (15) and thirty (30) days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

Special condition applicable to Condominium Corporations:

In those jurisdictions where provincial legislation under which the Condominium Corporation is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or General Conditions of this Policy as the case may be, such prescribed conditions shall apply.

6. REQUIREMENTS AFTER LOSS

6.1. Upon the occurrence of any loss 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,

6.1.1. immediately give notice of the loss or damage in writing to the Insurer;

6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,

6.1.2.1. 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,

6.1.2.2. 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,

6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,

6.1.2.4. showing the amount of other insurances and the names of other Insurers,

- 6.1.2.5. 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,
- 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
- 6.1.2.7. showing the place where the insured property was located at the time of loss or damage;
- 6.1.3. if required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;
- 6.1.4. if required 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.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
- 7. FRAUD**
Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates 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**
- 9.1. 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.
- 9.2. 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 9.1. 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 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, 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 for one is made in writing and until proof of loss has been delivered.
- 12. WHEN LOSS PAYABLE**
The loss is payable within sixty (60) days after completion of the proof of loss, unless the contract provides for a shorter period.
- 13. REPLACEMENT**
- 13.1. 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 thirty (30) days after receipt of the proof of loss.
- 13.2. In that event, the Insurer shall commence to repair, rebuild, or replace the property within forty-five (45) days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.
- 14. ACTION**
Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one (1) year after the loss or damage occurs.
- 15. 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 Canada. 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.

ADDITIONAL CONDITIONS (Property Coverage)

- 1. NOTICE TO AUTHORITIES**
Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
- 2. SUE AND LABOUR**
It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
- 3. BASIS OF SETTLEMENT**
Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 4. SUBROGATION**
The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.
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.
Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.
- Special condition applicable to Condominium Corporations**
Except with respect to criminal act or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:
- the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and

- the owner of a unit and, if residents of 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 a unit or his or her spouse. **Spouse** means a person who is married to or has entered into a civil union with another person of the opposite or the same sex and is living with that person for at least three years or for at least one year if a child was born or adopted of their union.

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

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

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

5. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

6. CANADIAN CURRENCY CLAUSE

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

7. CONTRIBUTION

If, on the happening of any loss or damage to property in consequences of which a claim is or may be made under this Policy, there is in force more than one contract covering the same interest, the liability of the Insurer under this Policy shall be limited to its proportionate share of such claim.

8. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the policy period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

9. BREACH OF CONDITION

9.1. If the Insured 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 Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

9.2. Special condition applicable to Condominium Corporations:

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Policy, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition.

It is further agreed that this insurance shall not be prejudiced by:

9.2.1. any act or neglect of any occupants or owners of the **building** or any part thereof when such act or neglect is not within the control of the **Condominium Corporation**, or

9.2.2. failure of the **Condominium Corporation** to comply with any warranty or condition herein with regard to any portion of the **premises** over which the **Condominium Corporation** has no control.

10. REINSTATEMENT

Unless specified otherwise in this Policy, losses hereunder shall not reduce the amount of insurance of this Policy.

11. LOSS PAYABLE

Special clause applicable to Condominium Corporations

Loss, if any, shall be payable in accordance with the provisions of the provincial 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).

12. PROPERTY OF OTHERS –CONDOMINIUMS

Special condition applicable to Condominium Corporations

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

GENERAL INSURING AGREEMENT APPLICABLE TO THIS POLICY

1. In consideration of the premium specified and the statements contained in the Declaration Page(s) and the conditions, stipulations and declarations contained in the Forms and Endorsements, the Insurer agrees to insure the Insured named in the Declaration Page(s) to the extent provided by the Forms and Endorsements for the policy period.

By acceptance of this Policy, the Insured acknowledges the cancellation from the effective date of this Policy, of any previous policy (or the renewal thereof) which is stated in the Declaration Page(s) as replaced.

2. TERMINATION

Notwithstanding anything contained to the contrary in the Conditions specifically applying to each section of this Policy, the Termination condition of the Commercial Property Policy Conditions of this Policy may at the Insurer's option be applied to the contract entirely.

3. DEFINITION

Wherever the word "policy", "contract" (meaning the insurance contract) or "insurance" (meaning the insurance contract) is used in the Conditions applicable to this Policy or in the Forms and Endorsements forming part thereof, such word shall be held to apply only to the specific cover provided by that Section and by the Forms and Endorsements forming part thereof.

STANDARD MORTGAGE CLAUSE (Approved by The Insurance Bureau of Canada)

It is hereby provided and agreed that:

- 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 THE MORTGAGEE'S 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.
- 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.
- 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.
- 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.
- 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.
- 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.

CLAUSE TYPE RELATIVE AUX GARANTIES HYPOTHÉCAIRES (Approuvée par le Bureau d'Assurance du Canada)

- VIOLATIONS DU CONTRAT** – Ne sont pas opposables aux créanciers hypothécaires les actes, négligences ou déclarations des propriétaires, locataires ou occupants des biens assurés, notamment en ce qui concerne les transferts d'intérêts, la vacance ou l'inoccupation, ou l'affectation des lieux à des fins plus dangereuses que celles déclarées.
Les créanciers hypothécaires sont tenus d'aviser l'Assureur (si ce dernier leur est connu) dès qu'ils sont au courant de toute inoccupation ou vacance de plus de trente jours consécutifs, de tout changement dans les droits de propriété ou de toute aggravation du risque, à charge pour eux d'acquitter, sur demande raisonnable, les surprime afférentes aux aggravations dépassant les normes d'acceptation fixées pour le présent contrat et cela au tarif établi à cet égard et pour la durée du contrat restant à courir à compter du début des aggravations en question.
- SUBROGATION** – À concurrence des indemnités versées par lui aux créanciers hypothécaires, l'Assureur est subrogé dans les droits de ces derniers contre les débiteurs ou propriétaires auxquels il se croit justifié d'opposer un motif de non-garantie, les créanciers hypothécaires n'en demeurant pas moins en droit de recouvrer le solde de leurs créances avant que la subrogation ci-dessus puisse être exercée. L'Assureur se réserve cependant le droit d'acquitter les créances intégralement, auquel cas il a droit au transfert de celles-ci et de toutes les sûretés les garantissant.
- PLURALITÉ D'ASSURANCES** – Si d'autres assurances sont, à quelque titre que ce soit, acquises aux créanciers hypothécaires, les indemnités qu'ils peuvent en recevoir doivent être prises en ligne de compte pour la détermination des sommes qui leur sont payables.
- PRÉSENTATION DES DEMANDES D'INDEMNITÉ** – En cas d'absence ou incapacité de l'Assuré, ou s'il refuse ou néglige de présenter les déclarations de sinistre ou formulaires de demandes d'indemnité exigées par le contrat, ces déclarations peuvent en être faites par les créanciers hypothécaires dès qu'ils sont au courant des sinistres, les formulaires de demande devant dès lors être produits par eux dans les meilleurs délais.
- CESSATION** – Les effets de la présente clause prennent fin en même temps que le contrat, sous réserve des droits de résiliation dont l'Assureur peut se prévaloir aux termes de ce dernier, et à charge pour l'Assureur de se conformer aux dispositions de l'article 5 des Conditions légales, et de donner aux créanciers hypothécaires le préavis exigé de toute résiliation ou modification pouvant leur causer préjudice.
- SAISIE** – Si les créanciers hypothécaires ou leurs ayants droit acquièrent, par saisie ou autrement, les titres ou les droits de propriété des biens assurés, ils ont droit dès lors au bénéfice de la présente assurance tant qu'elle demeure en vigueur.
Aux conditions ci-dessus (lesquelles doivent par ailleurs prévaloir en ce qui concerne les intérêts des créanciers hypothécaires contre toutes celles du contrat en conflit avec elles), les sinistres sont payables directement aux créanciers hypothécaires ou à leurs ayants droit.

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: _____

Résiliation

Ceci est pour attester que l'assuré, et la personne ayant droit à toute partie du montant de garantie où applicable, nommé, dans le contrat accuse réception que le présent contrat est résilié à partir de _____ 20__ à 0h 01 heure normale à l'adresse du proposant.

Signature de l'Assuré: _____

SECTION II –LIABILITY CONDITIONS

If similar liability conditions are contained in the liability forms forming part of this Policy, those conditions prevail over the following provisions.

1. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligation under this Policy.

2. CANADIAN CURRENCY CLAUSE

All limits of insurance, premiums and other amounts are in Canadian currency.

3. CHANGES

This Policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Declaration Page(s) is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.

4. DUTIES IN THE EVENT OF OCCURRENCE, OFFENCE, CLAIM OR ACTION

4.1. The Named Insured must see to it that the Insurer is notified as soon as practicable of an **occurrence** or an offence which may result in a claim. To the extent possible, notice should include:

- 4.1.1. How, when and where the **occurrence** or offence took place;
- 4.1.2. The names and addresses of any injured persons and witnesses; and
- 4.1.3. The nature and location of any injury or damage arising out of the **occurrence** or offence.

4.2. If a claim is made or **action** is brought against any Insured, the Named Insured must:

- 4.2.1. Immediately record the specifics of the claim or **action** and the date received; and
- 4.2.2. Notify the Insurer as soon as practicable.

The Named Insured must see to it that the Insurer receives written notice of the claim or **action** as soon as practicable.

4.3. The Named Insured and any other involved Insured must:

- 4.3.1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or **action**;
- 4.3.2. Authorize the Insurer to obtain records and other information;
- 4.3.3. Cooperate with the Insurer in the investigation or settlement of the claim or defence against the **action**; and
- 4.3.4. Assist the Insurer, upon the Insurer's 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.

4.4. 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 the Insurer's consent.

5. EXAMINATION OF THE NAMED INSURED' BOOKS AND RECORDS

The Insurer may examine and audit the Named Insured's books and records as they relate to this Policy at any time during the **policy period** and up to three (3) years afterward.

6. INSPECTIONS AND SURVEYS

6.1. The Insurer has the right to:

- 6.1.1. Make inspections and surveys at any time;
- 6.1.2. Give the Named Insured reports on the conditions the Insurer finds; and
- 6.1.3. Recommend changes.

6.2. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:

- 6.2.1. Are safe or healthful; or
- 6.2.2. Comply with laws, regulations, codes or standards.

6.3. Sub-paragraphs 6.1. and 6.2. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

6.4. Sub-paragraph 6.2. of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, by-laws or regulations, of boilers, pressure vessels or elevators.

7. LEGAL ACTION AGAINST THE INSURER

No person or organization has a right under this Policy:

- 7.1. To join the Insurer as a party or otherwise bring the Insurer into an **action** asking for **compensatory damages** from an Insured; or
- 7.2. To sue the Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer will not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, 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.

8. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

9. OTHER INSURANCE

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers by this Policy, the Insurer's obligations are limited as follows:

9.1. Primary Insurance

This insurance is primary except when sub-paragraph 8.2. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in sub-paragraph 8.3. below.

9.2. Excess Insurance

This insurance is excess over:

- 9.2.1. any of the other insurance, whether primary, excess, contingent or on any other basis:
 - 9.2.1.1. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - 9.2.1.2. that is Fire insurance for premises rented to the Named Insured or temporarily occupied by the Named Insured with permission of the owner;

9.2.1.3. If the loss arises out of the maintenance or use of watercraft or **automobile** not otherwise excluded under this Policy.

9.2.2. any other primary insurance available to the Named Insured covering liability for **compensatory damages** arising out of the premises or operations or **products-completed operations hazard** for which the Named Insured has been added as an additional insured by attachment of an Endorsement.

9.2.3. Excess Insurance (Claims Made Form)

If this Policy provides claims-made coverage, this insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis) that is effective prior to the beginning of the **policy period** shown in the Declaration Page(s) of this insurance and applies to **bodily injury, property damage, personal injury or advertising injury** on other than a claims-made basis.

When this insurance is excess, the Insurer will have no duty 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, the Insurer will undertake to do so, but the Insurer will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only the Insured's share of the amount of the loss, if any, that exceeds the sum of:

9.2.4. the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

9.2.5. the total of all deductible and self-insured amounts under all that other insurance.

The Insurer 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 Limits of Insurance shown in the Declaration Page(s) of this Policy.

9.3. Method of Sharing

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

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

10. PREMIUM AUDIT

10.1. The Insurer will compute all premiums for this Policy in accordance with the Insurer's rules and rates.

10.2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period the Insurer 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, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declaration Page(s) of this Policy.

10.3. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

11. PREMIUMS

The first Named Insured shown in the Declaration Page(s):

11.1. Is responsible for the payment of all premiums; and

11.2. Will be the payee for any return premiums the Insurer pays.

12. REPRESENTATIONS

By accepting this Policy, the Named Insured agrees:

12.1. The statements in the Declaration Page(s) are accurate and complete;

12.2. Those statements are based upon representations the Named Insured made to the Insurer; and

12.3. The Insurer has issued this Policy in reliance upon the Named Insured's representations.

13. SEPARATION OF INSUREDS, CROSS LIABILITY

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

13.1. As if each Named Insured were the only Named Insured; and

13.2. Separately to each Insured against whom claim is made or **action** is brought.

14. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE INSURER

If the Insured has rights to recover all or part of any payment the Insurer has made under this Policy, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer's request, the Insured will bring **action** or transfer those rights to the Insurer and help the Insurer enforce them.

15. TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The Named Insured's rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured. If the Named Insured dies, the Named Insured's rights and duties will be transferred to the Named Insured's legal representative but only while acting within the scope of duties as the Named Insured's legal representative. Until the Named Insured's legal representative is appointed, anyone having proper temporary custody of the Named Insured's property will have the Named Insured's rights and duties but only with respect to that property.

16. PROVISIONAL PREMIUM

If the premium shown in this Policy is a provisional premium, the Insurer will, at the end of each audit period, compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the Named Insured subject to the retention of the minimum premium shown in the Declarations of this Policy.

17. TERMINATION

17.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.

17.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:

16.2.1. Five (5) days before the effective date of termination if personally delivered;

16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or

16.2.3. Thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

17.3. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.

17.4. The policy period will end on the date termination takes effect.

17.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph 15. **PROVISIONAL PREMIUM**.

ADDITIONAL CONDITIONS APPLICABLE ONLY TO THE COMMERCIAL UMBRELLA LIABILITY POLICY AND COMMERCIAL EXCESS LIABILITY POLICY

1. ASSIGNMENT

Assignment of interest under this Form will not bind the Insurer until its consent is evidenced by an endorsement to this Form. If, however, the Named Insured will die or be adjudged bankrupt or insolvent, this insurance, unless cancelled, will cover the Insured's legal representative as the Named Insured for the unexpired portion of such period, but only while acting within the scope of his or her duties as such.

2. SUBROGATION

- 2.1 . In as much as insurance under this Form is excess coverage, an Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. In case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery.
- 2.2. The apportioning of any amounts which may be so recovered will follow the principle that any interests (including the Insured) that will have paid any amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the Insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any, but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.
- 2.3. Expenses necessary to the recovery of any such amounts will be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if an to the extent that doing so would breach any

Prohibition

For the purposes of this Clause

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

- 1.1 trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- 1.2 any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity

All other terms and conditions of the Policy remain unchanged.

AMENDED TERMINATION CONDITION (Ontario and Atlantic)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **GENERAL CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that:

1. **Condition 5. TERMINATION of SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS** is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated,
 - 5.1.1. by the Insurer giving to the Insured written notice of termination at least:
 - 5.1.1.1. five (5) days before the effective date of termination if personally delivered;
 - 5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or
 - 5.1.1.3. days before the effective date of termination if the contract is terminated by registered mail for any other reason.
 - 5.1.2. by the Insured at any time on request.
- 5.2. When this contract is terminated by the Insurer,
 - 5.2.1. 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; and
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) and days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

2. **Condition 16. – TERMINATION of SECTION II – LIABILITY CONDITIONS** is amended to read as follows:

16. TERMINATION

- 16.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.
- 16.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 16.2.1. Five (5) days before the effective date of termination if personally delivered;
 - 16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 16.2.3. days before the effective date of termination if the Insurer terminates for any other reason.
- 16.3. The Insurer will mail or deliver notice to the first Named Insured's last mailing address known to the Insurer.
- 16.4. The policy period will end on the date termination takes effect.
- 16.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph **15. PROVISIONAL PREMIUM**.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

The following Statutory Conditions and supplementary Additional Conditions apply to all coverages insured by this Policy (including fire), except where indicated.

Other words and phrases that appear in bold font have special meaning, as defined either in the Definitions Section of this Form or in the Liability or Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

For British Columbia, Alberta and Manitoba, Statutory Conditions 1., 6., 7., 8., 9., 10., 11., 12. and 13. apply only to property insurance.

For Northwest Territories, Nunavut, Saskatchewan and Yukon, Statutory Conditions 2., 6., 7., 8., 9., 10., 11., 12., 13. and 14. apply only to property insurance.

SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)

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

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless:

- 2.1. otherwise specifically stated in the contract; or
- 2.2. the interest of the Insured in that 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 a change of title by succession, by operation of law or by death.

4. 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:
 - 4.1.1. material to the risk; and
 - 4.1.2. within the control and knowledge of the Insured.
- 4.2. If an Insurer or its agent is not promptly notified of a change under sub-paragraph 4.1. of this condition, the contract is void as to the part affected by the change.
- 4.3. If an Insurer or its agent is notified of a change under sub-paragraph 4.1. of this condition, the Insurer may:
 - 4.3.1. terminate the contract in accordance with Statutory Condition 5; or
 - 4.3.2. notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- 4.4. If the Insured fails to pay an additional premium when required to do so under sub-paragraph 4.3.2. of this condition, the contract is terminated at that time and Statutory Condition 5.2.1. applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1. 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The fifteen (15) day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. 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,
 - 6.1.1. immediately give notice in writing to the Insurer;
 - 6.1.2. 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;
 - 6.1.2.1. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. stating the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - 6.1.2.7. stating the place where the insured property was at the time of loss.
 - 6.1.3. if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
 - 6.1.4. if required by the Insurer and if practicable;

- 6.1.4.1. produce books of account and inventory lists;
 - 6.1.4.2. furnish invoices and other vouchers verified by statutory declaration; and
 - 6.1.4.3. furnish a copy of the written portion of any other relevant contract.
- 6.2. The evidence given, produced or furnished under sub-paragraph 6.1.3. and 6.1.4. of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. FRAUD

Any fraud or willfully 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.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6.1.1. may be given and the proof of loss under Statutory Condition 6.1.2. may be made:

- 8.1. by the agent of the Insured; if
 - 8.1.1. the Insured is absent or unable to give the notice or make the proof; and
 - 8.1.2. the absence or inability is satisfactorily accounted for; or
- 8.2. 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 8.1. of this condition.

9. 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.
- 9.2. The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under sub-paragraph 9.1. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has:

- 10.1. 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
- 10.2. 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
 - 10.2.1. without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property; and
 - 10.2.2. without the Insurer's consent, there can be no abandonment to it of the insured property.

11. 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.
- 11.2. There is no right to a dispute resolution process under this condition until:
 - 11.2.1. a specific demand is made for it in writing; and
 - 11.2.2. the proof of loss has been delivered to the Insurer.

12. WHEN LOSS PAYABLE

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.

13. 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.
- 13.2. If the Insurer gives notice under sub-paragraph 13.1. 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.

14. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

15 NOTICE

- 15.1. 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.
- 15.2. 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.

SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

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 of 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 therein 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 Act** or change of title by succession, by operation of law, or by death.

* *Bankruptcy and Insolvency Act* (Canada) applies to Saskatchewan.

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 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 (15) days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION

- 5.1. This contract may be terminated:
- 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2. by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
- 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) days mentioned in clause 5.1.1. 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.

6. 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:
- 6.1.1. forthwith give notice thereof in writing to the Insurer;
 - 6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
 - 6.1.2.1. 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;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. showing the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
 - 6.1.2.7. showing the place where the property insured was at the time of loss;
 - 6.1.3. if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - 6.1.4. 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.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of sub-paragraph 6.1. of the condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. FRAUD

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

8. WHO MAY GIVE NOTICE AND PROOF

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.

9. 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.
- 9.2. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph 9.1. of this condition according to the respective interests of the parties.

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, 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.

11. APPRAISAL

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.

12. WHEN LOSS PAYABLE

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

13. 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 (30) days after receipt of the proofs of loss.
- 13.2. In the 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.

14. ACTION**

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year*** next after the loss or damage occurs.

** 14. Action is not applicable in Saskatchewan

*** Two years in Yukon Territory.

15. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

16. NOTICE

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 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.

SECTION III - ADDITIONAL CONDITIONS (APPLICABLE ONLY TO PROPERTY INSURANCE UNLESS NOTED OTHERWISE)

1. NOTICE TO AUTHORITIES

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempted theft, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

2. NO BENEFIT TO BAILEE

It is warranted by the Insured that this insurance shall in no way insure directly or indirectly to the benefit of any carrier or other bailee.

3. PAIR AND SET

In the case of loss of or damage to any article(s), whether scheduled or unscheduled, which is (are) a part of a set, the measure of loss of or damage to such article(s) shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

4. PARTS

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

5. SUE AND LABOUR

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

6. BASIS OF SETTLEMENT

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

7. SUBROGATION (ALL LINES OF INSURANCE)

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. The Insurer shall have the right to control such subrogation.

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.

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

Refer to Special Provisions applying to Condominium Corporations which follows.

8. ACTION (EXCLUDING NORTHWEST TERRITORIES, NUNAVUT, AND YUKON)

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

- 8.1. in the case of loss or damage to insured property, not later than two years after the date the Insured knew or ought to have known the loss or damage occurred; and
- 8.2. in any other case, not later than two years after the date the cause of action against the Insurer arose.

9. BREACH OF CONDITIONS

If the Insured 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 Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

Refer to Special Provision applying to Condominium Corporations which follows.

10. OTHER INSURANCE

The Insurer is not liable:

- 10.1. for more than the portion of any loss, destruction or damage covered by this Policy which the applicable limit of this Policy bears to the total amount of insurance covering against the peril of fire irrespective of whether or not such other insurance gives insurance in respect of the perils covered by this Policy, whether by endorsement thereto or otherwise;
- 10.2. where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected.

Refer to Special Provision applying to Condominium Corporations which follows.

11. PROPERTY OF OTHERS

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

12. REINSTATEMENT

With the exception of losses that are subject to annual aggregate limits, any loss under this Form shall not reduce the limits of insurance.

13. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the Policy Period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

14. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

15. CANADIAN CURRENCY CLAUSE (ALL LINES OF INSURANCE)

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

SECTION IV - SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

1. SUBROGATION

This clause replaces **Additional Conditions 7.** above.

Subrogation shall be in accordance with the provisions of the provincial or territorial legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, subrogation is as stated in this clause.

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. The Insurer shall have the right to control such subrogation.

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:

- 1.1 the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and
- 1.2 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 a **unit** or his or her **spouse**.

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.

2. 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).

3. BREACH OF CONDITION

This clause replaces **Additional Conditions 9.** above:

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:

- 3.1. if the **Condominium Corporation** fails to comply with a condition in part of the **premises** over which the **Condominium Corporation** has no control; or
- 3.2. if the breach is committed by an owner of a **unit** or occupant without the knowledge or consent of the **Condominium Corporation**.

4. 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.

5. TERMINATION

In those jurisdictions where provincial or territorial legislation under which the **Condominium Corporation** is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or Special Provisions of this Policy, such prescribed provincial or territorial conditions shall apply.

6. OTHER INSURANCE

This clause replaces **Additional Conditions 10.** above:

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 or as in accordance with provincial or territorial legislation applicable to Other Insurance.

SECTION V - GENERAL LIABILITY CONDITIONS

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

1. NOTICE OF CLAIM OR SUIT

Upon the happening of an accident or **occurrence** that may give rise to a claim under this Policy, the Insured shall give notice of such accident or **occurrence** to the Insurer as soon as practicable after notice has been received by an officer of the Insured.

Such notice shall contain all available information pertaining to such accident or **occurrence** that is obtainable at the time.

If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by the Insured or the Insured's representatives.

2. ASSISTANCE AND COOPERATION

The Insured shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

3. ASSUMPTION OF LIABILITY

The Insured shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

4. ACTION AGAINST INSURER

No action shall lie against the Insurer unless, as a condition precedent, to such action there shall have been full compliance with all of the terms of this Policy. In addition, no action shall lie against the Insurer until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Insurer. The Insurer shall not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance.

Unless another time limit is specified to the contrary in any Canadian province' Insurance Act governing this Policy, every action or proceeding against the Insurer shall be commenced within one year of the date of such judgement or written agreement and not afterwards. The sole venue for coverage legal action related to this Policy shall be a Superior Court in Canada.

Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations under this Policy.

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.

5. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada

6. PREMIUM AND ADJUSTMENT OF PREMIUMS

- 6.1. Unless indicated as "Flat rate premium", the premium stated in the Declaration Page(s) for this Form is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium basis and rates shown in the Declaration Page(s) for this Form as "Basis of premium adjustment" shall be used in ascertaining the earned premium.
- 6.2. In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the Declaration Page(s), or in any endorsement, the earned premium shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- 6.3. Subject to the retention by the Insurer of the amount stated in the Declaration Page(s) for this Form as "Minimum annual premium", if the earned premium for this Policy thus computed exceeds the estimated deposit premium paid, the Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- 6.4. The Named Insured shall maintain for each hazard insured against, a record of the information necessary for premium computation on the basis stated and shall submit such record to the Insurer at the end of the Policy Period and at such other times during the Policy Period as the Insurer may direct.

7. INSPECTION AND AUDIT

- 7.1. The Insurer shall be permitted, but is not obligated, to inspect the Insured's property and operations. Neither the Insurer's right to inspect nor reporting based on such inspections shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.
- 7.2. The Insurer may examine and audit the Insured's books and records at any time during the Policy Period and extensions of the Policy Period and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

8. OTHER INSURANCE

The Insurer shall not be liable if at the time of an accident or **occurrence** covered by this Policy there is any other insurance that would have attached if this insurance had not been effected, and this insurance shall specifically exclude losses covered by such other valid insurance. This insurance shall apply only as excess insurance and in no event as contributing insurance and then only after all such other insurance has been exhausted.

The Insurer acknowledges the existence of any Policies arranged to apply in excess of the insurance provided by this Policy and it is agreed that notwithstanding anything contained in this Condition the insurance provided by such excess Policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this Policy is concerned and shall be held to attach and cover only after the insurance under this Policy has been exhausted.

9. SUBROGATION

9.1. Applicable to underlying insurance

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery against any third party except where the amount of settlement exceeds the amount provided in aggregate by this Policy and any other valid and collectible insurance in which case the Insured shall be entitled to all recovery until such excess has been made good to the Insured. The Insured shall execute all papers required and shall do everything necessary within his power to secure such rights.

9.2. Applicable to umbrella insurance

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall be made between the Insured and the Insurer, provided always that nothing in this clause shall be construed to mean that losses under this insurance are not recoverable until the Insured's **ultimate net loss** has been finally ascertained. In as much as this Policy is umbrella-type excess coverage, the Insured's right of recovery against any person or other entity cannot always be exclusively subrogated to the Insurer. It is therefore understood and agreed that, in case of any payment under this Policy, the Insurer shall act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. The apportioning of any amounts that may be so recovered shall follow the principle that any other insurer or the Insured that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by them. The Insurer shall then be reimbursed of out of any balance then remaining up to the amount paid under this Policy. Lastly, the interests of any insurer and the Insured of which this coverage is excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the insurers and the Insured concerned, in the ratio of their respective recoveries as finally settled.

10. CANCELLATION - TERMINATION

- 10.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate and procedure for the time the Policy has been in force.
- 10.2. This Policy may be cancelled or terminated:
 - 10.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days notice in writing of cancellation by registered post, or five (5) days notice in writing of cancellation personally delivered;
 - 10.2.2. In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured thirty (30) days notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 10.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.
- 10.4. Where the Policy is terminated by the Insurer:
 - 10.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 10.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 10.5. Where the Policy is terminated by the Named Insured:
 - 10.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premiums in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 10.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 10.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 10.7. The thirty (30) days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 10.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 10.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured.

11. WAIVER

No notice to any Agent or knowledge possessed by any Agent or by any other person shall be held to effect a waiver or change in any part of this Policy. The terms of this Policy shall not be waived or changed except by endorsement issued to form a part of this Policy.

12. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurer until their consent is endorsed on this Policy, except through change of title by succession, death or proceedings under any bankruptcy act.

13. SPECIAL STATUTES

If any condition of this Policy, relating to limitation of time for notice of accident or for instituting legal proceedings, is at variance with any specific statutory provision in the province in which the accident occurs such statutory provision shall be substituted for such condition.

14. CROSS LIABILITY AND SEPARATION OF INSURED

The insurance as is afforded by this Policy shall apply in respect to any claim or **action** brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate Policy had been issued to each Insured.

The inclusion under this Policy of more than one Insured shall not operate to increase the Limit of Liability under this Policy.

Any breach of a condition of this Policy by any Insured shall not affect the protection given by this Policy to any other Insured who is not, or was not, a party to such breach of condition.

15. DEDUCTIBLE CLAUSE

COVERAGE A

The Insured shall pay the amount stated in the Declaration Page(s) for this Form as Deductible or Deductible - U.S. Claims for each and every claim related to **property damage** under paragraph 1. **INSURING AGREEMENT of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Commercial General Liability Max Form. If more than one claim arises or results from a single **occurrence**, the deductible amount shall only apply once.

16. REIMBURSEMENT CLAUSE

Applicable to COVERAGE A and to **personal injury** under COVERAGE B

In the event a claim payment is made by the Insurer, the Insured shall reimburse the Insurer with respect to all claims, legal fees and adjusting expenses combined in any one accident or **occurrence**, up to the Deductible amount stated in the Declaration Page(s) for this Form as **Reimbursement or Reimbursement - US Claims**, and the Insurer shall only be liable for loss, damage or expense in excess of that amount.

The terms of the Policy, including those with respect to notice of accident or **occurrence** and the Insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

SECTION VI - DEFINITIONS

1. **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.

2. **Premises** means:

2.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:

2.1.1. areas under adjoining sidewalks and driveways;

2.1.2. in or on vehicles within 100 metres (328 feet) of such property lines described in 2.1.;

2.2. in the open within 305 metres (1000 feet) of such property lines described in 2.1.

3. **Spouse** means a person:

3.1. who is married to or has entered a civil union with another person and is living with that person;

3.2. 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 years: or in the following cases, for at least one year if:

3.2.1. a child has been born or is to be born of their union;

3.2.2. they have adopted a child together.

4. **Unit** means the unit as defined in the declaration, description or bylaws of the **Condominium Corporation** or provincial or territorial legislation relating to condominiums or divided co-ownership. It refers to a strata lot in British Columbia.

SECTION VII - ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY (APPLICABLE TO BRITISH COLUMBIA, ALBERTA, MANITOBA, NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

1.1. trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and

1.2. any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity.

AMENDED CANCELLATION-TERMINATION CONDITION (Other Provinces and Territories)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that

1. Condition 5. **TERMINATION OF INSURANCE of SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)**, is amended to read as follows:

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1. by the Insurer giving to the Insured days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1. 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

2. Condition 5. **TERMINATION of SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)**, is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated:
 - 5.1.1. by the Insurer giving to the Insured days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2. by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
 - 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The days mentioned in clause 5.1.1. 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.

3. Condition 9. – **CANCELLATION - TERMINATION of SECTION V - GENERAL LIABILITY CONDITIONS** is amended to read as follows:

9. CANCELLATION - TERMINATION

- 9.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate table and procedure for the time the Policy has been in force.
- 9.2. This Policy may be cancelled or terminated:
 - 9.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days' notice in writing of cancellation by registered post, or five (5) days' notice in writing of cancellation personally delivered;
 - 9.2.2. In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured days' notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 9.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.

- 9.4. Where the Policy is terminated by the Insurer:
 - 9.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 9.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 9.5. Where the Policy is terminated by the Named Insured:
 - 9.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 9.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 9.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 9.7. The days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 9.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 9.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

LLOYD'S ADDITIONAL CONDITIONS

LLOYD'S

Lloyd's Approved Coverholder ("the Coverholder"):
Intact Public Entities Inc.

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 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 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 Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

15 April 2022

LSW1548d (Amended)

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this 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 contract.

The proportion of liability under this 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 contract.

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 itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. 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 this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

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

LMA5096 (Combined Certificate) 7 March 2008

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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8
LMA5028B 15 April 2022

NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers' licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit www.lloyds.com. Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information. Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection

while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

Authority to collect, use and disclose personal information

When you share information with us for purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

05/19
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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

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.

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LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

10/20

LSW1542F



**LIABILITY
POLICY DECLARATIONS**

Policy Number: CP80727A

Replaces Number: RENEWAL

Process Date: March 12, 2024

Intact Public Entities Inc. is a Managing General Agent and is duly authorized by the Insurer(s) vested with underwriting authority on behalf of the Insurer(s) for the proportions of indemnity so stated under the Subscribing Companies.

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms and Endorsements of this Policy.

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

Policy Period:

From MARCH 31, 2024

To MARCH 31, 2025

at 12:01 a.m. Standard Time at the Named Insured's postal address shown on this Certificate

Insured's Operations

MEDICAL CLINIC

Schedule of Coverage

(Insurance is provided, subject to the Declarations, Terms, Conditions of the Policy and its Form(s), only for the coverage for which specific Form(s) are attached and for which a specific Limit or Amount of Insurance is shown hereunder.)

Refer to attached if applicable

Minimum retained premium for this policy is (\$) 1,283

	Total	
	(\$) Premium	8,552

The policy contains a clause that may limit the amount payable.

In witness whereof the Insurers have duly authorized Intact Public Entities Inc. to execute and sign this policy on their behalf for the proportions of indemnity so stated.

Intact Public Entities Inc.
278 Pinebush Road, Suite 200
Cambridge, ON N1T 1Z6

Glenn M.
President

Authorized Representative

In consideration of the Premium stated, the Insurer(s) will indemnify the Insured with the Terms and Conditions of this Policy.

This Policy is issued subject to the Declaration Page(s), Coverage Agreements, Exclusions, Definitions, Conditions and Limits as well as the Endorsements or Amendments brought to this Policy which may from time to time be added to form part of this Policy.

Whenever used in the Declaration Page(s) or in the Forms and Endorsements forming part of this insurance contract, the expression "Policy" means this/these Declaration Page(s) and all Forms, Endorsements and amendments brought to this Policy forming part of this insurance contract for each Coverage.

Notwithstanding any contrary provision, the Coverage provided under any Form or Endorsement attached to this Policy does not extend to any other Form or Endorsement, unless such Form or Endorsement specifies that its Coverage extends and applies to this other Form or Endorsement.

In accepting this Policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this Policy, any previous policy stated in the Declaration Page(s) is replaced by this Policy, including all renewals attaching thereto.

Cancellation/Non-acceptance of this Policy

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

If you no longer require this Policy, please complete and return the portion below otherwise leave blank. We strongly recommend that you review this with your Broker to ensure that you fully understand the impact of this decision.

Cancellation Agreement

I/we agree as the undersigned Insured named in this policy CP80727A and renewal certificates (if any), hereby acknowledge the cancellation thereof _____ At 12:01 a.m. standard time and agree that all coverages and liability of

Day/Month/Year

Intact Public Entities Inc. and The Insurer(s) with respect to all accidents, losses or damage occurring on and after the date of cancellation is hereby terminated.

X

Signature (only required if cancelling the Policy)

Policy No. CP80727A
 Effective Date: MARCH 31, 2024
 Transaction Type: Renewal

COVERAGE - GENERAL LIABILITY

Coverage	Form-Edition	Deductible (\$)	Limit of Insurance (\$)	
COMMERCIAL GENERAL LIABILITY MAX	CWGX3634-0622			
Coverage A - Bodily Injury Liability & Property Damage Liability		5,000	10,000,000	Each Occurrence
Coverage A - Liability for Abuse - Refer to Endorsements		Nil	Not Insured	Aggregate
		Nil	Not Insured	Each Occurrence
Coverage A - Products - Completed Operations		5,000	10,000,000	Aggregate
Coverage B - Personal Injury and Advertising Injury Liability		5,000	10,000,000	Aggregate
Coverage C - Medical Payments		Nil	25,000	Each Person
Coverage D - Tenants' Legal Liability		5,000	10,000,000	Any One Premise
LIABILITY EXTENSION ENDORSEMENT	CNGX3638-0622			
Child Abduction Liability		Nil	25,000	Aggregate
		Nil	25,000	Per Occurrence
Coverage for Students		5,000	Included	
Crisis Management Expenses Coverage		Nil	Not Insured	Aggregate
		Nil	Not Insured	Per Occurrence
Elevator, Escalator or Lift Collision Coverage		5,000	50,000	Aggregate
		5,000	50,000	Per Occurrence
Employers Liability - Voluntary Compensation - Employees and Volunteers		Nil	Not Insured	Employee
		Nil	Not Insured	Volunteer
Host's Liability - Property Belonging to Guests		5,000	10,000	Aggregate
		5,000	10,000	Per Occurrence
Property Damage - Voluntary Compensation		5,000	25,000	Aggregate
		5,000	25,000	Per Occurrence
Waiver of Subrogation - Lease Agreements		5,000	Included	
Watercraft Extension - Volunteer Workers		5,000	Included	
ADDITIONAL ENDORSEMENTS				
Personal Injury and Advertising Injury Liability Deductible Endorsement	CNGX3753-0622	5,000	Included	
Bodily Injury Deductible Endorsement Reimbursement	CNGX3758-0622	5,000	Included	
Abuse Limitation Endorsement - Defence Costs within Limits	CNGX3655-0622	5,000	5,000,000	Aggregate
		5,000	5,000,000	Per Occurrence
Additional Insured Endorsement - As Per Schedule	CNGX3629-0622		As Per Form	
Professional Liability Extension - Health Care Services	CNGX3587-0622	5,000	10,000,000	Per Occurrence
Cyber and Data Limitation	CNGX3699-0823		As Per Form	
Worldwide Coverage Territory - Suits in Canada	CNGX3705-0622		Included	
General Conditions ON and Atlantic	GNGX3569-0124		Included	
Cancellation Clause -General Conditions ON and Atlantic	CNGX3671-0622		As Per Form	

Policy No. CP80727A
Effective Date: MARCH 31, 2024
Transaction Type: Renewal

COVERAGE - GENERAL LIABILITY

Coverage	Form-Edition	Deductible (\$)	Limit of Insurance (\$)
General Conditions (Other Provinces and Territories)	GNGX3755-0124		Included
Cancellation Clause (Other Provinces and Territories)	CNGX3703-0622		As Per Form
Lloyd's Additional Conditions	GNGX408-0124		

IMPORTANT INFORMATION

The Declarations and Summary of Coverage provides an overview of your coverage. This Summary of Coverage will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance.

Read Your Entire Policy Carefully. The information and descriptions contained herein are not intended to be complete descriptions of all terms, conditions and exclusions applicable to the products and services. In all cases, Intact Public Entities Inc. products and services are governed by the terms, conditions and exclusions of the actual policy wordings.

SUBSCRIPTION FORM

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted thereof or added thereto by endorsement, hereinafter called "The Insurer's", the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly, each for the proportion or for the sum insured and for the Coverages set against its name in the List of Subscribing Companies that if the insurance described in The Summary of Coverages of this Policy is provided by the terms of this Policy and endorsements attached thereto, while the Policy is in force, the Insurers will indemnify the Insured against the Loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

The liability of The Insurers individually under the Policy shall be limited to that proportions of the loss payable under this Policy which the proportion or sum insured the name of the individual Insurer in the List of Subscribing Companies, hereunder, or such other proportion or sum insured as maybe substituted therefore by endorsement, bears to the total of the sums respectively set against each item of this Policy and endorsements attached hereto.

Whenever in this policy or in any endorsement attached hereto reference is made to "the Insurer", "the Company" or "this Company" reference shall be deemed to be made to each of the Insurers severally.

IN WITNESS WHEREOF the Insurers through their representative(s) duly authorized by them for this purpose have executed and signed this policy.

SUBSCRIBING COMPANIES

Insurers	Portion of Indemnity (%)	(\$) Premium
Intact Insurance Company	42.25	3,613
Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	3,228
Temple Insurance Company	20.00	1,711
Totals	100	8,552

COMMERCIAL GENERAL LIABILITY MAX

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Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declaration Page(s), and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II – Who Is An Insured. The words "we", "us" and "our" refer to the company providing this insurance.

The word "Insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in bold have special meaning. Refer to Section IV – Definitions.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when a Limit of Insurance - Each Occurrence is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. 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:
 - 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III – Limits of Insurance and Deductibles; and
 - 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and D.
- 1.2. This insurance applies to **bodily injury** and **property damage** only if:
 - 1.2.1. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 - 1.2.2. The **bodily injury** or **property damage** occurs during the **policy period**; and
 - 1.2.3. Prior to the **policy period**, no Insured listed under Paragraph 1. of Section II – 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**.
- 1.3. **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 Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, and includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
- 1.4. **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 Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - 1.4.1. Reports all or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - 1.4.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or
 - 1.4.3. Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- 1.5. **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:

- 2.1. Expected or Intended Injury or Damage
Bodily injury or **property damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.
- 2.2. 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**:
 - 2.2.1. That the Insured would have in the absence of the contract or agreement; or
 - 2.2.2. 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:
 - 2.2.2.1. Liability to such party for, or for the cost of, that party's defence has also been assumed in the same **insured contract**; and
 - 2.2.2.2. Such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which **compensatory damages** to which this insurance applies are alleged.
- 2.3. 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.
- 2.4. Employer's Liability
Bodily injury to:
 - 2.4.1. An **employee** of the Insured arising out of and in the course of:
 - 2.4.1.1. Employment by the Insured; or
 - 2.4.1.2. Performing duties related to the conduct of the Insured's business; or
 - 2.4.2. The spouse, child, parent, brother or sister of that **employee** as a consequence of sub-paragraph 2.4.1. above.

This exclusion applies:

2.4.3. Whether the Insured may be liable as an employer or in any other capacity; and

2.4.4. 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:

2.4.5. Liability assumed by the Insured under an **insured contract** but only with respect to a Canadian resident **employee**; or

2.4.6. A claim made or an **action** brought by a Canadian resident **employee**, because of **bodily injury** sustained in the course of employment or while performing duties on your behalf.

2.5. Watercraft

2.5.1. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation or entrustment to others by you or on your behalf of any self-propelled watercraft that exceeds 100 tons gross registry.

This exclusion does not apply to:

2.5.2. A watercraft while ashore on premises that are owned by, rented to or controlled by you;

2.5.3. Sub-paragraph 2.5.1. does not apply to **bodily injury** sustained by any of your **employees** while acting on your behalf.

2.6. Aircraft

2.6.1. **Bodily injury** or **property damage** arising out of:

2.6.1.1. The ownership, maintenance, use, operation or entrustment to others, by or on behalf of the Insured of any aircraft or any air cushion vehicle;

2.6.1.2. The ownership, use, operation or entrustment to others by or on behalf of the Insured of any premises for the purpose of an airport or an aircraft landing area;

2.6.1.3. All operations that are necessary or incidental to sub-paragraph 2.6.1.1. or 2.6.1.2. above;

2.6.1.4. Use includes **loading or unloading**;

2.6.1.5. Work or operations conducted by or on behalf of the Insured at airport premises or airport property (including but not limited to any runway, hangar, taxiway, apron, or air traffic control facility), but this exclusion shall not apply to such work or operations in Canada that are conducted solely within an area that is not designated by Transport Canada (or other airport regulatory authority) as a restricted area.

2.7. Automobile

2.7.1. **Bodily injury** or **property damage** arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use, operation or entrustment to others of any **automobile** owned or operated by, or on behalf of, or rented or loaned to any Insured;

2.7.2. This exclusion also applies to any:

2.7.2.1. Motorized snow vehicle or its trailers, except when being used for your business; or

2.7.2.2. 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.

2.7.3. 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:

2.7.4. **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;

2.7.5. **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 thirty (30) days or more provided the lessee is obligated under contract to ensure that the **automobile** is insured;

2.7.6. **Bodily injury** or **property damage** liability imposed by law upon the Insured for loss or damage arising out of the ownership, maintenance, use or operation of machinery or apparatus (including its equipment), mounted on or attached to any **automobile** at the site of the use or operation of such machinery or apparatus and provided the Insured is not insured for liability arising out of the ownership, use or operation of such mounted or attached machinery or apparatus under any automobile policy.

2.8. Damage to Property

Property damage to:

2.8.1. 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;

2.8.2. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;

2.8.3. Property loaned to you;

2.8.4. Personal property in your care, custody or control, including but not limited to:

2.8.4.1. Property held by you for sale or entrusted to you for storage or safekeeping;

2.8.4.2. Property being on premises that is owned or rented by you for the purpose of having operations performed on such property by the Insured;

2.8.5. 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

2.8.6. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Sub-paragraph 2.8.2. of this exclusion does not apply if the premises are **your work** and were occupied, rented or held for rental by you, for a period not exceeding twelve (12) months.

Sub-paragraphs 2.8.3., 2.8.4., 2.8.5. and 2.8.6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Sub-paragraph 2.8.6. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

2.9. Damage to Your Product

Property damage to **your product** arising out of it or any part of it. This exclusion is replaced by exclusion 2.9.1., but only in respect to your operations related to the business of selling, repairing, or servicing automobiles:

2.9.1. **Property damage** to **your product** arising out of it or any part of it if caused by a defect existing at the time it was sold or transferred to another.

2.10. Damage to Your Work

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 shall only apply to that part of **your work** that is defective.

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.

- 2.11. 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:
 2.11.1. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
 2.11.2. 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.
- 2.12. 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:
 2.12.1. **Your product**;
 2.12.2. **Your work**; or
 2.12.3. **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.
- 2.13. Electronic Data
Compensatory damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.
- 2.14. Access to or Disclosure of Confidential or Personal Information (Privacy Breach)
Compensatory damages 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 non-public information.
- 2.15. Personal Injury and Advertising Injury
Bodily injury arising out of **personal injury** or **advertising injury**.
- 2.16. Professional Services
Bodily injury (other than **incidental medical malpractice injury**), or **property damage** due to the rendering of or failure to render by you or on your behalf of any **professional services** for others, or any error or omission, malpractice or mistake in providing those services.
- 2.17. Asbestos - see Common Exclusions.
 2.18. Fungi or Spores - see Common Exclusions.
 2.19. Nuclear Energy Liability - see Common Exclusions.
 2.20. Pollution - see Common Exclusions.
 2.21. Terrorism - see Common Exclusions.
 2.22. War Risks - see Common Exclusions.
 2.23. Unsolicited Communication - see Common Exclusions.

COVERAGE B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

This insurance applies only when a Personal Injury and Advertising Injury Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **personal injury** or **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 injury** or **advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or **action** that may result. But:
 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III - Limits of Insurance and Deductibles; and
 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments under Coverage C.
 No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.
- 1.2. This insurance applies to **personal injury** and **advertising injury** caused by an offence arising out of your business but only if the offence was committed in the **coverage territory** during the **policy period**.

2. EXCLUSIONS

This insurance does not apply to:

- 2.1. Knowing Violation of Rights of Another
Personal injury or **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 injury** or **advertising injury**.
- 2.2. Material Published with Knowledge of Falsity
Personal injury or **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.
- 2.3. Material Published Prior to Policy Period
Personal injury or **advertising injury** arising out of oral or written publication of material whose first publication took place before the beginning of the **policy period**.
- 2.4. Criminal Acts
Personal injury or **advertising injury** arising out of a criminal act committed by or at the direction of the Insured.
- 2.5. Contractual Liability
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.
- 2.6. Breach of Contract
Advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

- 2.7. Quality or Performance of Goods - Failure to Conform to Statements
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**.
- 2.8. Wrong Description of Prices
Advertising injury arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.
- 2.9. Infringement of Copyright, Patent, Trademark or Trade Secret
Personal injury 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, in your **advertisement**, of copyright, trade dress or slogan.
- 2.10. Insureds in Media and Internet Type Businesses
Personal injury or **advertising injury** committed by an Insured whose business is:
 2.10.1. Advertising, broadcasting, publishing or telecasting;
 2.10.2. Designing or determining content of web-sites for others; or
 2.10.3. An Internet search, access, content or service provider.
However, this exclusion does not apply to:
 2.10.4. False arrest, detention or imprisonment;
 2.10.5. Malicious prosecution;
 2.10.6. 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.
 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.
- 2.11. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
Personal Injury or **advertising injury** arising out of an electronic interactive website, a chatroom, an interactive forum or a bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- 2.12. Unauthorized Use of Another's Name or Product
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.
- 2.13. Access to or Disclosure of Confidential or Personal Information (Privacy Breach)
Personal injury or **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 non-public information.
- 2.14. Asbestos - see Common Exclusions.
 2.15. Fungi or Spores - see Common Exclusions.
 2.16. Nuclear Energy Liability - see Common Exclusions.
 2.17. Pollution - see Common Exclusions.
 2.18. Terrorism - see Common Exclusions.
 2.19. War Risks - see Common Exclusions.
 2.20. Unsolicited Communication - see Common Exclusions.

COVERAGE C - MEDICAL PAYMENTS

This insurance applies only when a Medical Payments Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. We will pay medical expenses as described below for **bodily injury** caused by an accident:
 1.1.1. On premises you own or rent;
 1.1.2. On ways next to premises you own or rent; or
 1.1.3. Because of your operations.
 provided that:
 1.1.4. The accident takes place in the **coverage territory** and during the **policy period**; and
 1.1.5. The injured person submits to an examination, at our expense, by physicians of our choice as often as we reasonably require.
- 1.2. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III - Limits of Insurance and Deductibles. We will pay reasonable expenses for:
 1.2.1. First aid administered at the time of an accident;
 1.2.2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices;
 1.2.3. Necessary ambulance, hospital, professional nursing and funeral services; and
 1.2.4. Travel and babysitting expenses.

2. EXCLUSIONS

We will not pay expenses for bodily injury:

- 2.1. Any Insured
 To any Insured, except **volunteer workers**.
- 2.2. Hired Person
 To any person while engaged in maintenance and repair of the insured premises or alteration, demolition or construction operations at such premises.
- 2.3. Injury on Normally Occupied Premises
 To any person injured on that part of premises you own or rent, that such person normally occupies.

- 2.4. 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.
- 2.5. Athletics Activities
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- 2.6. Products-Completed Operations Hazard
Included within the **products-completed operations hazard**.
- 2.7. Coverage A Exclusions
Excluded under Coverage A.

COVERAGE D - TENANTS' LEGAL LIABILITY

This insurance applies only when a Tenant's Legal Liability Limit of Insurance is indicated in the Declaration Page(s).

1. INSURING AGREEMENT

- 1.1. 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 (including building fixtures permanently attached thereto other than improvements and betterments) 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. But:
 - 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III - Limits of Insurance and Deductibles; and
 - 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.
- 1.2. This insurance applies to **property damage** only if:
 - 1.2.1. The **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - 1.2.2. The **property damage** occurs during the **policy period**; and
 - 1.2.3. Prior to the **policy period**, no Insured listed under Paragraph 1. of Section II - 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**.
- 1.3. **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 Section II - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, and includes any continuation, change or resumption of that **property damage** after the end of the **policy period**.
- 1.4. **Property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section II - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - 1.4.1. Reports all or any part, of the **property damage** to us or any other insurer;
 - 1.4.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **property damage**; or
 - 1.4.3. Becomes aware by any other means that **property damage** has occurred or has begun to occur.

2. EXCLUSIONS

This insurance does not apply to:

- 2.1. Expected or Intended Damage
Property damage expected or intended from the standpoint of the Insured.
- 2.2. 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.
- 2.3. Asbestos - see Common Exclusions.
- 2.4. Fungi or Spores - see Common Exclusions.
- 2.5. Nuclear Energy Liability - see Common Exclusions.
- 2.6. Pollution - see Common Exclusions.
- 2.7. Terrorism - see Common Exclusions.
- 2.8. War Risks - see Common Exclusions.
- 2.9. Unsolicited Communication - see Common Exclusions.

COMMON EXCLUSIONS COVERAGES A, B, C and D

This insurance does not apply to:

1. ASBESTOS

Bodily injury, property damage or personal 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 injury**.

2. FUNGI OR SPORES

- 2.1. **Bodily injury, property damage or personal 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**;

- 2.2. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 2.1. above; or
- 2.3. 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 2.1. or 2.2. 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 injury**.

For the purpose of the following exception:

- 2.4. **Property damage** means physical injury to animals;
- 2.5. **Product-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 are intended to be:

- 2.6. Applied topically to humans or animals; or
- 2.7. Ingested by humans or animals.

LIMITED COVERAGE

This **FUNGI OR SPORES** exclusion does not apply to **bodily injury, property damage or personal injury** included in the **products-completed operations hazard**, which is not otherwise excluded by this Form. Subject to the Each Occurrence Limit and the Products-Completed Operations Aggregate Limit shown in the Declaration Page(s), the Fungi or Spores Liability Limit is \$500,000 in any one **occurrence** and in the Aggregate and is the most we will pay under this LIMITED COVERAGE.

3. NUCLEAR ENERGY LIABILITY

- 3.1. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- 3.2. **Bodily injury, property damage or personal 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;
- 3.3. **Bodily injury, property damage or personal injury** resulting directly or indirectly from the **nuclear energy hazard** arising from:
 - 3.3.1. The ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an Insured;
 - 3.3.2. 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**;
 - 3.3.3. 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 contributes concurrently or in any sequence to the **bodily injury, property damage or personal injury**.

4. POLLUTION

- 4.1. **Bodily injury, property damage or personal injury** arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:
 - 4.1.1. 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 sub-paragraph does not apply to:
 - 4.1.1.1. **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;
 - 4.1.1.2. **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
 - 4.1.1.3. **Bodily injury** or **property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**;
 - 4.1.2. 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;
 - 4.1.3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - 4.1.3.1. Any Insured; or
 - 4.1.3.2. Any person or organization for whom you may be legally responsible; or
 - 4.1.4. 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 sub-paragraph does not apply to:
 - 4.1.4.1. **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;
 - 4.1.4.2. **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
 - 4.1.4.3. **Bodily injury** or **property damage** arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a **hostile fire**.
 - 4.1.5. 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, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of **pollutants**.
- 4.2. Any loss, cost or expense arising out of any:
 - 4.2.1. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
 - 4.2.2. 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, decontaminating, stabilizing, remediating or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this Section 4.2. 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 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 injury**.

6. WAR RISKS

Bodily injury, property damage or personal 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 injury**.

7. UNSOLICITED COMMUNICATION

Bodily injury, property damage, personal injury or advertising injury imposed by or arising from any **action** or omission that violates or allegedly violates any federal, provincial, territorial, state or municipal act, law, statute, ordinance, rule or regulation, that restricts or prohibits the transmitting of any **unsolicited communication**, regardless of the jurisdiction.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D

1. We will pay, with respect to any claim we investigate or settle, or any **action** against an Insured we defend:

- 1.1. All expenses we incur;
- 1.2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
- 1.3. All costs to protect you against any levy of execution arising from a judgment;
- 1.4. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or **action**, including actual loss of earnings because of time off from work;
- 1.5. All costs assessed or awarded against you in the **action**;
- 1.6. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

If we are prevented by law or otherwise from defending the Insured, we will reimburse the Insured for defence costs and expenses that are incurred with our consent.

These payments will not reduce the limits 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:

- 2.1. 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**;
- 2.2. This insurance applies to such liability assumed by the Insured;
- 2.3. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the Insured in the same **insured contract**;
- 2.4. 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;
- 2.5. The indemnitee and the Insured ask us to conduct and control the defence of that indemnitee against such **action** and agree that we can assign the same counsel to defend the Insured and the indemnitee; and
- 2.6. The indemnitee:
 - 2.6.1. Agrees in writing to:
 - 2.6.1.1. Cooperate with us in the investigation, settlement or defence of the **action**;
 - 2.6.1.2. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **action**;
 - 2.6.1.3. Notify any other insurer whose coverage is available to the indemnitee; and
 - 2.6.1.4. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - 2.6.2. Provides us with written authorization to:
 - 2.6.2.1. Obtain records and other information related to the **action**; and
 - 2.6.2.2. Conduct and control the defence of the indemnitee in such **action**.

So long as the above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of sub-paragraph 2.2.2. of Section I - 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 limits of insurance.

Our obligation to defend an Insured's indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- 2.7. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- 2.8. The conditions set forth above, or the terms of the agreement described in sub-paragraph 2.6. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. IF YOU ARE DESIGNATED IN THE DECLARATION PAGE(S) AS:

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. A trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees.

- 1.6. An incorporated association, each member of the incorporated association is an Insured but solely in respect of the liability arising out of his actions as a member and his participation in the activities of the incorporated association. This insurance shall only apply as excess coverage to the extent of any amount not paid due to the exhaustion of the personal General Liability policy of a member. This insurance does not apply to loss, damage or injury to a member caused by another member of the incorporated association.
- 2. EACH OF THE FOLLOWING IS ALSO AN INSURED:**
- 2.1. Your **volunteer workers** only while performing duties related to the conduct of your business, or **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:
- 2.1.1. **Bodily injury, personal injury or advertising injury:**
- 2.1.1.1. 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 on your behalf, or to your other **volunteer workers** while performing duties related to the conduct of your business, except with respect to **incidental medical malpractice injury**;
- 2.1.1.2. To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of sub-paragraph 2.1.1.1. above;
- 2.1.1.3. 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 sub-paragraphs 2.1.1.1. or 2.1.1.2. above;
- 2.1.1.4. Arising out of his or her providing or failing to provide professional health care services; or
- 2.1.1.5. 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.
- 2.1.2. **Property damage** to property that is:
- 2.1.2.1. Owned or occupied by; or
- 2.1.2.2. 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).
- 2.2. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
- 2.3. Any person or organization having proper temporary custody of your property if you die, but only:
- 2.3.1. With respect to liability arising out of the maintenance or use of that property; and
- 2.3.2. Until your legal representative has been appointed.
- 2.4. 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 Form.
- 2.5. 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.
- 2.6. Any Canadian domiciled person or organization under your management control and for which you are responsible for arranging insurance, but only with respect to your premises, your operations, **your product** or **your work**.
- 2.7. Any person, firm or organization for whom you have contracted to provide liability insurance. Coverage under this provision is afforded as per the present policy terms, limits and conditions and only with respect to your premises, **your product** or **your work**. However, this sub-paragraph does not apply to any person, firm or organization who is added to this Policy as an Additional Insured by endorsement.
- 2.8. **Agents** acting on your behalf but solely in respect of any liability arising out of the performance of their duties on your behalf.
- For the purpose of this sub-paragraph only, **agent** means any person who solicits and procures business from potential clients on your behalf, and who receives a commission in return for the performance of their duties.
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:
- 3.1. 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;
- 3.2. Coverage A and D do not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
- 3.3. Coverage B does not apply to **personal injury** or **advertising injury** arising out of an offence committed before you acquired or formed the organization.
- 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 Declaration Page(s).

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declaration Page(s), subject to the rules below, are the most we will pay regardless of the number of:
- 1.1. Insureds;
- 1.2. Claims made or **actions** brought; or
- 1.3. Persons or organizations making claims or bringing **actions**.
2. The Abuse Aggregate Limit is the most we will pay under Coverage A for **compensatory damages** because of **bodily injury** arising out of **abuse**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for **compensatory damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to Paragraphs 2. and 3. above, the Each Occurrence Limit is the most we will pay for the sum of:
- 4.1. **Compensatory damages** under Coverage A; and
- 4.2. Medical payments under Coverage C;
- because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
5. The Personal Injury and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all **compensatory damages** because of all **personal injury** and **advertising injury** sustained by any number of person(s) or organization(s) in the Aggregate.
6. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for **compensatory damages** because of **property damage** to any one premises.
7. Subject to Paragraph 4. above, the Medical Payments Limit is the most we will pay under Coverage C for all medical payments because of **bodily injury** sustained by any one person.
8. The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **policy period** shown in the Declaration Page(s), 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 part of the last preceding period for purposes of determining the Limits of Insurance.

9. DEDUCTIBLES

- 9.1. Our obligation under Property Damage Liability and Tenants' Legal Liability to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of any deductible amounts stated in the Declaration Page(s) as applicable to such coverages, and the limits of insurance applicable to each **occurrence** for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
- 9.2. The deductible amounts apply as follows:
 - 9.2.1. Coverage A
Under Coverage A: To all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**.
 - 9.2.2. Coverage D
Under Coverage D: To all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**. However, this deductible shall not be applied to claims arising out of the perils of fire, explosion, smoke and sprinkler leakage.
- 9.3. The terms of this insurance, including those in respect to:
 - 9.3.1. Our right and duty to defend any **action** seeking those **compensatory damages**; and
 - 9.3.2. Your duties in the event of an **occurrence**, claim or **action**;apply irrespective of the application of the deductible amount.
- 9.4. 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.

SECTION IV - DEFINITIONS

1. **Abuse** means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
2. **Action** means a civil proceeding in which **compensatory damages** because of **bodily injury, property damage, personal injury or advertising injury** to which this insurance applies are alleged. **Action** includes:
 - 2.1. An arbitration proceeding in which such **compensatory damages** are claimed and to which the Insured must submit or does submit with our consent; or
 - 2.2. 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:
 - 3.1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - 3.2. 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. **Advertising injury** means injury arising out of one or more of the following offences:
 - 4.1. 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; or
 - 4.2. Oral or written publication, in any manner, of material that violates a person's right of privacy; or
 - 4.3. The use of another's advertising idea in your **advertisement**; or
 - 4.4. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
5. **Automobile** means a self-propelled 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 machinery or equipment attached to such automobile.
6. **Bodily injury** means bodily or mental injury, sickness, disease, disability or shock sustained by a person, including death resulting at any time.
7. **Compensatory damages** means damages (including prejudgment interest) 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.
8. **Coverage territory** means any part of the world:
 - 8.1. Provided the Insured's responsibility to pay **compensatory damages** is determined in an **action** on the merits in Canada or the United States of America (including their territories and possessions) or in an out-of-court settlement to which we have agreed; or
 - 8.2. If the loss, damage or injury arises out of the Insured's use of space intended for commercial representation purposes related to the Insured's business, such as sales offices, showrooms, or during trade shows, exhibitions, fairs or conferences. For the purpose of this sub-paragraph 8.2., any loss, damage or injury arising from the **products-completed operations hazard**, is covered only to the extent described in sub-paragraph 8.1.
9. **Electronic data** means information, facts or programs in any form or representations of information or concepts in any form stored as or on, created or used on, or transmitted to or from computer or data processing software (including systems and application software), memory devices, data processing devices or any other media that are used with electronically controlled equipment.
10. **Employee** includes a **leased worker** and a **temporary worker**.
11. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document or any person designated as an officer by you.
12. **Fissionable substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
13. **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.
14. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
15. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
 - 15.1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - 15.2. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - 15.3. The repair, replacement, adjustment or removal of **your product** or **your work**; or
 - 15.4. Your fulfilling the terms of the contract or agreement.

16. Incidental medical malpractice injury means **bodily injury** arising out of the rendering of or failure to render, during the **policy period**, the following services:

- 16.1. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
- 16.2. 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 sub-paragraphs 16.1. and 16.2. above.

17. Insured contract means:

- 17.1. 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**;
- 17.2. A sidetrack agreement;
- 17.3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- 17.4. Any other easement agreement;
- 17.5. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
- 17.6. An elevator maintenance agreement;
- 17.7. A declaration of co-ownership;
- 17.8. 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 and provided that such **bodily injury** or **property damage** arises from **your work**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Sub-paragraph 17.8. does not include that part of any contract or agreement:

- 17.8.1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - 17.8.1.1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 17.8.1.2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- 17.8.2. 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 17.8.1. 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:

- 19.1. After it is moved from the place where it is accepted for movement into or onto an aircraft;
- 19.2. While it is in or on an aircraft; or
- 19.3. While it is being moved from an aircraft 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 that is not attached to the aircraft.

20. Nuclear energy hazard means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.

21. Nuclear facility means:

- 21.1. 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;
 - 21.2. Any equipment or device designed or used for:
 - 21.2.1. Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
 - 21.2.2. Processing or packaging waste;
 - 21.3. 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;
 - 21.4. 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.

22. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

23. Personal injury means injury, including consequential **bodily injury**, arising out of one or more of the following offences:

- 23.1. False arrest, detention or imprisonment;
- 23.2. Malicious prosecution;
- 23.3. 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;
- 23.4. 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;
- 23.5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- 23.6. Discrimination, (except in such jurisdictions where by legislation, court decisions or administrative ruling, such insurance is prohibited or held to violate the law or public policy of any such jurisdiction) sustained by any person or persons during the **policy period**.

24. Policy period means each consecutive period of twelve (12) months included in the **policy period** shown on the Declaration Page(s). The first twelve-month period starts on the inception date of the policy and the subsequent period starts at the expiry of the first twelve-month period.

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

- 26.1. 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:
 - 26.1.1. Products that are still in your physical possession; or
 - 26.1.2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 26.1.2.1. When all of the work called for in your contract has been completed;
 - 26.1.2.2. 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;
 - 26.1.2.3. 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.

26.2. Does not include **bodily injury** or **property damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

27. Professional services means, without limitation:

- 27.1. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection with such service or treatment;
- 27.2. Service or treatment conducive to health;
- 27.3. Professional services of a pharmacist;
- 27.4. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- 27.5. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
- 27.6. Cosmetic, body piercing, hairdressing, massage, physiotherapy, chiroprody, hearing aid, optical or optometric services or treatments;
- 27.7. The preparation or approval of maps, plans, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- 27.8. Supervisory, inspection, architectural, design or engineering services;
- 27.9. Professional advice or activities of accountants, advertisers, notaries (Quebec), public notaries, paralegals, lawyers, real estate brokers or agents, insurance brokers or agents, travel agents, financial institutions, or consultants;
- 27.10. Computer programming or re-programming, consulting, advisory or related services; or
- 27.11. Claim, investigation, adjusting of claims, appraisal, survey or audit services.

28. Property damage means:

- 28.1. 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
- 28.2. 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.

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. Unsolicited communication means communication in any form sent to any person or organization, without their prior consent.

34. 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.

35. Your product

35.1. Means:

- 35.1.1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 35.1.1.1. You;
 - 35.1.1.2. Others trading under your name; or
 - 35.1.1.3. A person or organization whose business or assets you have acquired; and
- 35.1.2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

35.2. Includes:

- 35.2.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- 35.2.2. The providing of or failure to provide warnings or instructions.

35.3. Does not include vending machines or other property rented to or located for the use of others but not sold.

36. Your work

36.1. Means:

- 36.1.1. Work or operations performed by you or on your behalf; and
- 36.1.2. Materials, parts or equipment furnished in connection with such work or operations.

36.2. Includes:

- 36.2.1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- 36.2.2. The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIABILITY EXTENSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Attached to and forming part of the Commercial General Liability Max Form shown on the Declaration Page(s).

Except as otherwise provided in this Form, the following Extensions of Coverage are subject to all terms, conditions, exclusions, stipulations and provisions applicable to the Commercial General Liability Max Form, including the right and duty to defend and the provisions of the SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D contained in SECTION I – COVERAGES.

Other words and phrases that appear in bold have special meaning. Refer to SECTION IV – DEFINITIONS of the Commercial General Liability Max Form or in this Form. The definitions contained under this Form prevail over the definitions contained under the Commercial General Liability Max Form.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

Items	Extensions of Coverage
1.	PROPERTY DAMAGE – VOLUNTARY COMPENSATION
2.	EMPLOYERS' LIABILITY – VOLUNTARY COMPENSATION
3.	ELEVATOR, ESCALATOR OR LIFT COLLISION COVERAGE
4.	HOST'S LIABILITY – PROPERTY BELONGING TO GUESTS
5.	CHILD ABDUCTION LIABILITY
6.	CRISIS MANAGEMENT EXPENSES COVERAGE
7.	WAIVER OF SUBROGATION – LEASE AGREEMENTS
8.	COVERAGE FOR STUDENTS
9.	WATERCRAFT EXTENSION – VOLUNTEER WORKERS

LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Limits of Insurance shown in the Declaration Page(s) are the most we will pay under the Extensions of Coverage described below, regardless of the number of Insureds, claims made or **actions** brought, or persons or organizations making claims or bringing **actions**.
2. When each Limit of Insurance stated in the Declaration Page(s) is:
 - 2.1. specified as an Aggregate Limit of insurance, that Limit is the most we will pay under the applicable Extension of Coverage during the **policy period** for the sum of all amounts payable under that Extension of Coverage;
 - 2.2. specified as a Per Occurrence Limit, that Limit is the most we will pay under the applicable Extension of Coverage for all damages arising out of any one **occurrence**

Unless otherwise stated, the Limits of Insurance described above are in addition to, and not part of, the Limit of Insurance - Each Occurrence Limit applicable to the Commercial General Liability Max Form.

3. The Aggregate Limits of insurance applicable to the Extensions of Coverage described below apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **policy period**, 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 part of the last preceding period for purposes of determining the Limits of Insurance.
4. The Extensions of Coverage shown above shall only apply if the term "Included" is stated or a Limit of Insurance is shown in the Declaration Pages with respect to each Extension of Coverage.
5. The Extensions of Coverages described below shall be subject to any deductible amount specified in the Declaration Page(s) in respect of each Extension of Coverage.

EXTENSIONS OF COVERAGE

In the event that more than one Extension of Coverage applies to the risk insured, only the Extension of Coverage with the highest limit of insurance will apply. In the event a more specific coverage elsewhere in the Policy applies to the risk insured by one of these Extensions of Coverage, only that specific coverage, and not the Extension of Coverage contained in this Form, will apply.

1. PROPERTY DAMAGE – VOLUNTARY COMPENSATION

1.1. INSURING AGREEMENT

Notwithstanding the Damage to Property Exclusions at sub-paragraphs 2.8.4 under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the Commercial General Liability Max Form, we will pay, voluntarily, for **property damage** to personal property for which the Insured is legally liable, provided the **property damage** occurs while away from premises you own or arises out of **your work**.

1.2. This Extension of coverage shall apply:

- 1.2.1. whether or not such **property damage** could give rise to liability imposed by law upon the Insured; and
- 1.2.2. shall be limited to the Actual Cash Value of the property damaged or destroyed.

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.

2. EMPLOYERS' LIABILITY – VOLUNTARY COMPENSATION

2.1. INSURING AGREEMENT

We will pay, voluntarily, the benefits set out below either to or on behalf of an **employee** or **volunteer worker** of the Insured on account of **bodily injury**, accidentally suffered by such **employee** or **volunteer worker** and arising out of and in the course of activities or his employment by the Insured, whether or not such **bodily injury** could give rise to liability imposed by law upon the Insured;

Provided that:

- 2.1.1. If the injured **employee** or **volunteer worker** or any person acting on their behalf, refuses to accept the voluntary compensation benefits offered under the provisions of the preceding sub-paragraph, then we will be permitted, at any time in our discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances we will no longer be bound by the undertakings expressed in the preceding paragraph. If any claim or demand is made, or any **action** instituted against the Insured for damages for such injuries, such claim, demand or **action** will be considered a refusal to accept such voluntary compensation benefits and such refusal will abrogate in its entirety our agreement to pay such voluntary compensation benefits. In such event our obligation as expressed in other parts of the Policy having reference thereto will be available to the Insured and will be and remain our obligation as fully and completely as if this Extension of Coverage had not been written;
- 2.1.2. The benefits provided under this Extension of Coverage will not be payable unless at the time of the accident the **employee** or **volunteer worker** was engaged in duties coming within the scope of the description of operations stated in the Declaration Page(s);
- 2.1.3. A full release of all claims of such **employee** or **volunteer worker** or any person acting on their behalf, against the Insured is executed and delivered and that we will be subrogated in any rights of such **employee** or **volunteer worker** or person (excluding all services available under any *Hospital Insurance Act* or any other similar law) against anyone other than the Insured and/or that such rights be transferred to us;
- 2.1.4. We shall in no event be liable under this Extension of Coverage for any claims arising from hernia, however caused.

2.2. SCHEDULE OF BENEFITS

2.2.1. Section I – Loss of Life

In the event of death resulting from **bodily injury** within a period of twenty-six (26) weeks after the date of the accident we will pay:

- 2.2.1.1. To dependants of the **employee** or **volunteer worker** who were wholly dependent upon such **employee** or **volunteer worker**, an amount equal to one hundred (100) times the **weekly indemnity** in addition to the benefits provided under Section II up to the date of death;
- 2.2.1.2. The actual funeral expenses not exceeding, however, the sum of \$2,500.

2.2.2. Section II – Temporary Total Disability

If such **bodily injury** shall within fourteen (14) days from the date of the accident totally and continuously disable the **employee** or **volunteer worker** and prevent the **employee** or **volunteer worker** from performing any and every duty pertaining to any occupation or employment, we will pay **weekly indemnity** for the period of such disability or for twenty-six (26) weeks whichever is the lesser period; provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section II shall be payable for the first seven (7) days of such disability.

2.2.3. Section III – Permanent Total Disability

If within twenty-six (26) weeks from the date of the accident and as a direct result of such **bodily injury**, the **employee** or **volunteer worker** shall be deemed permanently and totally disabled, by medical evidence satisfactory to us, we will pay, in addition to the benefits provided under Section II, **weekly indemnity** for a further period of one hundred (100) weeks.

2.2.4. Section IV – Dismemberment Benefits

If such **bodily injury** shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed below in the SCHEDULE OF INCAPACITIES, we will pay **weekly indemnity** for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section II, but in no event shall it be payable in addition to the benefits provided by Sections I and III.

The total amount payable under this Section IV for one or more incapacities shall not exceed one hundred (100) times the **weekly indemnity**.

SCHEDULE OF INCAPACITIES:

Incapacity	No. of weeks	Incapacity	No. of weeks
<i>Loss or total irrecoverable loss of use of:</i>		<i>Loss or total irrecoverable loss of use of:</i>	
Arm: (a) at or above elbow; or (b) below elbow	100 80	Leg: (a) at or above knee; or (b) below knee	100 75
Hand at wrist	80	Foot at ankle	75
*Thumb: (a) at or above the second phalangeal joint; or (b) below the second phalangeal joint involving a portion of the second phalange	25 18	+ Great toe: (a) at or above the second phalangeal joint; or (b) below the second phalangeal joint involving a portion of the second phalange	15 8
* Index Finger: (a) at or above the second phalangeal joint; or (b) at or above the third phalangeal joint; or (c) below the third phalangeal joint, involving a portion of the third phalange	25 18 12	+ Any other toe: (a) at or above the second phalangeal joint; or (b) at or above the third phalangeal joint; or (c) below the third phalangeal joint, involving a portion of the third phalange	10 5 3
* Any other finger: (a) at or above the second phalangeal joint; or (b) at or above the third phalangeal joint; or (c) below the third phalangeal joint, involving a portion of the third phalange	15 8 5	Sight of one eye Sight of two eyes Hearing of one ear Hearing of both ears	50 100 25 100

- * For a combination of two or more of the incapacities marked with an *, the total amount payable shall not exceed eighty (80) times the **weekly indemnity**.
- + For a combination of two or more of the incapacities marked with a +, the total amount payable shall not exceed thirty-five (35) times the **weekly indemnity**.

2.2.5. Section V – Medical, Surgical, Dental, Pharmaceutical and Hospital Expenses

If such **bodily injury** necessitates medical or surgical treatment or confinement to hospital, we will pay in addition to all other benefits provided by this Form:

- 2.2.5.1. The cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other insurance policy or certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale of charges provided by the *Workmen's Compensation Act* of the province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and
- 2.2.5.2. The cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52)

2.3. SPECIAL CONDITION

We will have the right to examine the person of the injured **employee** or **volunteer worker** when and as often as may be required while the claim is pending and also, in the case of death of the injured **employee** or **volunteer worker**, to make an autopsy subject to any law of the province relating to autopsies. This Special Condition will not be held to vary, waive or extend any of the terms, conditions, exclusions, stipulations and provisions applicable to the Policy, other than as stated above.

2.4. DEFINITION

For the purposes of this Extension of Coverage:

Weekly indemnity means:

- 2.4.1. two-thirds of the **employee's** weekly wage at the date of the accident, but not exceeding in any event the sum of \$250 per week;
- 2.4.2. With respect to **volunteer workers**, a sum of \$ 150 per week .

3. **ELEVATOR, ESCALATOR OR LIFT COLLISION COVERAGE**

3.1. INSURING AGREEMENT

- 3.1.1. We will pay the Insured for damage caused to any **elevator** or to **property insured** carried on such **elevators** caused by an accidental collision of the **elevator** with another object.
- 3.1.2. Property covered under this Extension of Coverage will be valued on an Actual Cash Value basis at the time the damage occurs.

3.2. ADDITIONAL EXCLUSIONS

This insurance does not apply to:

- 3.2.1. Loss of use of property owned by the Insured;
- 3.2.2. **Property damage** resulting directly or indirectly from the breaking, burning out or disrupting of any electrical machine not located within the **elevator** ; or
- 3.2.3. **Property damage** resulting directly or indirectly from fire, however caused.

3.3. DEFINITIONS

For the purposes of this Extension of Coverage:

3.3.1. **Elevator** means:

- 3.3.1.1. Any hoisting or lowering device to connect floors or landings, whether or not in service, and all accessories of such hoisting or lowering devices, including any elevator car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
 - 3.3.1.1.1. Any bearing platform not exceeding nine square feet used exclusively for carrying property;
 - 3.3.1.1.2. Hod or material hoists used in connection with alterations, construction or demolition operations; or
 - 3.3.1.1.3. Inclined conveyers used exclusively for carrying property.
- 3.3.1.2. Any hoist used for raising or lowering **automobiles** for lubricating and servicing; which is owned, rented, occupied, or used by you or is in your care, custody or control.

3.3.2. **Property insured** means property carried on an **elevator**, other than any hydraulic or mechanical hoist used for raising or lowering **automobiles** for lubricating or servicing, which is owned, leased or used by you or in your care, custody or control.

4. HOST'S LIABILITY – PROPERTY BELONGING TO GUESTS

4.1. INSURING AGREEMENT

We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **property damage** to personal property of the Insured's guests, patrons or customers while such property is in the Insured's care, custody and control and is located within the **insured premises**. We will have the right and duty 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 **action** that may result.

4.2. EXCLUSIONS

This insurance does not apply to:

- 4.3.1. **property damage** to any **automobile** or personal property of any guest, patron or customer contained in any **automobile**;
- 4.3.2. liability assumed by the Insured under any contract or agreement except liability which would attach in the absence of such contract or agreement;
- 4.3.3. **property damage** sustained through spilling, leaking or upsetting of food or drink upon personal property of any guest, patron or customer;
- 4.3.4. **property damage** to personal property in the process of laundering or cleaning; or
- 4.3.5. **property damage** to any property held by a guest, patron or customer as samples or for sale or for delivery after sale.

4.3. ADDITIONAL DEFINITION

Wherever used in this Endorsement:

Insured Premises means that portion of the building at the location(s) occupied by the Insured as a host.

4.4. ADDITIONAL CONDITION

The Insured warrants that he or she will post notices, as required by statute, specifying the Insured's liability as Host for the property of guests. Failure of the Insured to comply with this condition will render this Extension of Coverage null and void in the event of a loss.

5. CHILD ABDUCTION LIABILITY

5.1. INSURING AGREEMENT

- 5.1.1. We will pay to the Insured for **covered expenses**, which are sustained by the Insured or by the **parent** (s), solely and directly as a result of an **abduction** of a **covered child** that occurs during the **policy period**.
- 5.1.2. With the exception of the fees described under item 5.4.3.7 of the **covered expenses** definition below, the fees, costs and expenses shown above may continue until the earliest of the following unless otherwise stated:
 - 5.1.2.1. up to fourteen (14) days after the release of the **covered child**; or
 - 5.1.2.2. discovery of the death of the **covered child**; or
 - 5.1.2.3. twelve (12) months after the date of the **abduction**.

5.2. EXCLUSIONS

This insurance does not apply to:

- 5.2.1. Legal liability or costs of defence for administrative, regulatory, judicial or other claims hearings or lawsuits arising out of the **abduction**; or
- 5.2.2. Fraudulent, dishonest, or criminal acts of the Insured, **parent**(s) or agents thereof, whether acting alone or in collusion with others; or
- 5.2.3. The payment of any ransom or demand for money.

The Insured agrees to reimburse the Insurer for any payments made hereunder which are ultimately determined not to be covered because of the application of an exclusion.

5.3. SPECIAL CONDITIONS

In the event of an **abduction** of a **covered child**, the Insured must:

- 5.3.1. make every reasonable effort to determine that the **abduction** has actually occurred prior to incurring costs;
- 5.3.2. inform the Insurer and provide whatever information is required as soon as practicable and inform or allow the Insurer to advise the appropriate authorities responsible for law enforcement in the jurisdiction where the **abduction** occurred.

5.4. ADDITIONAL DEFINITIONS

For the purposes of this Extension of Coverage:

- 5.4.1. **Abduction** means the wrongful and illegal seizure of a **covered child**, by someone other than **parent (s)**, or an agent thereof, from the Insured's premises without a demand for a ransom.
- 5.4.2. **Covered child** means a child under the care, custody and control of the Insured by registration or enrolment and/or a newly born child delivered in the Insured's premises. A **covered child** must be 10 years of age or under at the time of an **abduction**.
- 5.4.3. **Covered expenses** means any of the following expenses;
- 5.4.3.1. with the prior approval of the Insurer, fees and expenses of independent investigative services;
 - 5.4.3.2. fees and expenses of an independent public relations consultant to assist in the location of the **covered child**;
 - 5.4.3.3. publicity costs incurred solely and directly to assist in the resolution of an **abduction**
 - 5.4.3.4. reward paid by the Insured or the **parent(s)** while attempting to resolve an **abduction**
 - 5.4.3.5. the reasonable costs of travel and accommodations incurred by the Insured or the **parent(s)** while attempting to resolve an **abduction**;
 - 5.4.3.6. the reasonable costs of travel of the **parent(s)** to join the **covered child** upon release;
 - 5.4.3.7. fees for independent psychiatric care for the benefit of the **parent(s)**, or siblings of the **covered child**, until the earliest of the following:
 - (i) up to three (3) months after the release or discovery of death of the **covered child**; or
 - (ii) twelve (12) months after the date of the **abduction**
 - 5.4.3.8. fees for independent psychiatric care for the benefit of **covered child** beginning on the date of the release of the **covered child** and continuing up to twelve (12) months thereafter;
 - 5.4.3.9. costs of independent medical services and hospitalization incurred for a **covered child** as the result of an **abduction**, and beginning on the date of the release of the **covered child** and continuing up to twelve (12) months thereafter;
 - 5.4.3.10. reasonable fees and expenses of independent forensic analysts engaged by the Insured or a **parent (s)**;
 - 5.4.3.11. reasonable rest and rehabilitation expenses including meals and recreation incurred by the **parent (s)** and paid by the Insured following resolution of an **abduction**.
 - 5.4.3.12. funeral and burial expenses of a **covered child** in the event of the death of the **covered child** resulting from an **abduction**;
 - 5.4.3.13. all other reasonable expenses incurred following, and for the duration of an **abduction**, by the Insured or the **parent(s)** with the Insurer's prior approval.
- 5.4.4. **Parent(s)** shall be the natural mother or father, or stepmother or stepfather, or foster mother or foster father of the **covered child**.

6. CRISIS MANAGEMENT EXPENSES COVERAGE

6.1. INSURING AGREEMENT

We will pay, on behalf of your behalf and with prior consent given by us, for **crisis expenses** you incur in connection with any **crisis event** that first occurs during the **policy period**, and that is reported in writing to us as soon as practicable but in no event later than forty-five (45) days after such **crisis event**.

A **crisis event** commences when you, or any Insured working on your behalf of your operations as described in the Declaration Page(s), shall first become aware of such **crisis event** and shall conclude when the Limit of Insurance for this coverage has been exhausted.

6.2. ADDITIONAL DEFINITIONS

Wherever used in this Endorsement:

- 6.2.1. **Crisis Event** means, with respect to only your operations as described in the Declaration Page(s), the public announcement of any of the following:
- 6.2.1.1. the death, incapacity or criminal indictment of any Insured;
 - 6.2.1.2. You have defaulted or intends to default on its debt, or is undergoing a debt restructuring;
 - 6.2.1.3. You intend to file for bankruptcy protection or a third party is seeking to file for involuntary bankruptcy on your behalf, or the imminence of bankruptcy proceedings, whether voluntary or involuntary;
 - 6.2.1.4. the commencement or threat of commencement of governmental or regulatory proceedings against you;
 - 6.2.1.5. the withdrawal or demand for return of any grant, contribution or bequest in excess of one hundred thousand dollars (\$100,000) from you;
 - 6.2.1.6. accusation that any Insured has intentionally caused bodily injury to or sexually abused any person in the performance of his or her duties in your operations as described in the Declaration Page(s)
- 6.2.2. **Crisis Expenses** means reasonable costs, charges, fees and expenses incurred by you, with prior written consent given by us, for services performed by any public relations, crisis management firm or law firm retained by you to minimize potential public harm to you resulting from a **crisis event**. **Crisis Expenses** do not include any remuneration, salaries, wages, fees, overhead or benefit expenses of any Insured.

ADDITIONAL COVERAGES

The following extensions of coverage shall not increase the Limit of Insurance - Each Occurrence Limit applicable to the Commercial General Liability Max Form.

7. WAIVER OF SUBROGATION – LEASE AGREEMENTS

Notwithstanding what is provided in any General Conditions Form applicable to this Policy, the Insurer waives its rights of subrogation against any landlord listed in a contract for a lease of premises signed with the Insured, but only with respect to the premises occupied by the Insured, unless the damage is caused by the act, omission or negligence of the landlord or of those for whom the landlord is in law responsible for.

8. COVERAGE FOR STUDENTS

The following sub-paragraph is added to **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max Form:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- your students, but only with respect to liability arising out of their work or activities performed during the course of any of your educational programs or school activities.

9. WATERCRAFT EXTENSION – VOLUNTEER WORKERS

Exclusion 2.5 **WATERCRAFT** under **COVERAGES A -BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Commercial General Liability Max Form is deleted and replaced by the following.

2.5. Watercraft

- 2.5.1. **Bodily injury or property damage** arising out of the ownership, maintenance, use, operation or entrustment to others by you or on your behalf of any self-propelled watercraft that exceeds 100 tons gross registry.

This exclusion does not apply to:

- 2.5.2. A watercraft while ashore on premises that are owned by, rented to or controlled by you;
- 2.5.3. Sub-paragraph 2.5.1. does not apply to **bodily injury** sustained by any of your **employees or volunteers workers** while acting on your behalf.

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

COMMERCIAL GENERAL LIABILITY COVERAGE

PERSONAL INJURY AND ADVERTISING INJURY DEDUCTIBLE

ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

SECTION III, LIMITS OF INSURANCE AND DEDUCTIBLES, paragraph 9. Deductibles, is deleted and replaced with the following with respect to Coverage B – Personal and Advertising Injury Liability only:

9. DEDUCTIBLES

- 9.1. Our obligation under Coverage B – Personal Injury and Advertising Injury Liability to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of the deductible amount stated in the Declaration Page(s).
- 9.2. The deductible amount stated in the Declaration Page(s) applies to all **compensatory damages** because of **personal injury** or **advertising injury**, including Supplementary Payments, as the result of any one **action**.
- 9.3. The terms of this Form, including those with respect to:
 - 9.3.1. our rights and duties with respect to the defence of **actions** or offences; and
 - 9.3.2. your duties in the event of an **action** or an offence apply irrespective of the deductible amount.
- 9.4. We may pay any part or all of the deductible amount to effect settlement of any claim, **action or an offence** and, upon notification of the **action** taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE

BODILY INJURY DEDUCTIBLE ENDORSEMENT REIMBURSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

SECTION III, LIMITS OF INSURANCE AND DEDUCTIBLES, paragraph 9. Deductibles, is deleted and replaced with the following:

9. DEDUCTIBLES

- 9.1. Our obligation under Coverage A – Bodily Injury and Property Damage Liability to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of the deductible amount stated in the Declaration Page(s).
- 9.2. The deductible amount stated in the Declaration Page(s) applies to all **compensatory damages** because of **bodily injury**, including Supplementary Payments, as the result of any one **occurrence**.
- 9.3. The terms of this Form, including those with respect to:
 - 9.3.1. our rights and duties with respect to the defence of **actions**; and
 - 9.3.2. your duties in the event of an **occurrence** apply irrespective of the deductible amount.
- 9.4. 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 will promptly reimburse us for such part of the deductible amount as has been paid by us.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE

ABUSE LIMITATION ENDORSEMENT (PER OCCURRENCE BASIS)

This Endorsement Changes the Policy. Please Read It Carefully.

Other words and phrases that appear in bold have special meaning. Refer to SECTION IV – DEFINITIONS of the Commercial General Liability Max Form.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form, except as amended by this Endorsement.

Notwithstanding any contrary provisions contained under this Policy, the Commercial General Liability Max Form is amended as follows:

1. Except as provided by this Endorsement, this insurance does not apply to, nor shall we have any duty to defend claims or **actions** made against any Insured:
 - 1.1. directly or indirectly arising out of, or on account of, resulting from or relating to any actual or threatened **abuse** committed, participated, sanctioned or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of **abuse**;
 - 1.2. alleging knowledge by an Insured of the alleged **abuse**;
 - 1.3. when you have failed to report the actual, suspected or alleged **abuse**, although you had a statutory or regulatory obligation to do so, to the police and/or to other appropriate authorities.

2. LIMITED COVERAGE FOR LIABILITY ARISING OUT OF ABUSE

We will pay on your behalf those sums that you become legally obligated to pay for **compensatory damages** and Supplementary Payments because of **bodily injury, personal injury or advertising injury** arising out of, on account of, resulting from or relating to any actual or threatened **abuse**.

3. SUPPLEMENTARY PAYMENTS

Paragraph 1. of the provisions applicable to Supplementary Payments under **SECTION I – COVERAGES**, is deleted and replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any **action** against an Insured we defend:
 - 1.1. All expenses we incur;
 - 1.2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds;
 - 1.3. All costs to protect you against any levy of execution arising from a judgment;
 - 1.4. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or **action**, including actual loss of earnings because of time off from work;
 - 1.5. All costs assessed or awarded against you in the **action**;
 - 1.6. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable Limit of Insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

If we are prevented by law or otherwise from defending the Insured, we will reimburse the Insured for defence costs and expenses that are incurred with our consent.

Except where this Policy is governed by the insurance laws of the Province of Québec, defence costs shall reduce the Limits of Insurance stated in the Declaration Page(s). In the Province of Québec, these Supplementary Payments will not reduce the Limits of Insurance.

4. LIMIT OF INSURANCE AND DEDUCTIBLE

- 4.1. The Limits of Insurance shown in the Declarations Page(s) are the most we will pay under this Endorsement, regardless of the number of Insureds, claims made or **actions** brought, or persons or organizations making claims or bringing **actions**.
- 4.2. When each Limit of Insurance stated in the Declaration Page(s) is:
 - 4.2.1 specified as a Per Occurrence Limit, that Limit is the most we will pay under this Endorsement for the sum of **compensatory damages** and Supplementary Payments because of **bodily injury, personal injury or advertising injury** arising out any occurrence of **abuse**.
 - 4.2.2 specified as an Aggregate Limit of insurance, that Limit is the most we will pay under this Endorsement during any one **policy period** for the sum of all for **compensatory damages** and Supplementary Payments because of **bodily injury, personal injury or advertising injury** arising out **abuse**;

Unless otherwise stated, the Limits of Insurance described above are in addition to, and not part of, the Limit of Insurance - Each Occurrence Limit applicable to the Commercial General Liability Max form.

4.3. For the purpose of determining whether coverage applies under this Endorsement and to determine limits, continuous or repeated actual or threatened **abuse** of the same person by the same Insured(s), will be deemed to be a single instance of **abuse** and will be deemed to have taken place on the date that **abuse** first occurred.

4.4. Deductible

Our obligation under this Endorsement to pay **compensatory damages** and Supplementary Payments on your behalf applies only to the amount in excess of any deductible amounts stated in the Declaration Page(s) under this Endorsement.

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 your participation as has been paid by us.

Except where this Policy is governed by the insurance laws of the Province of Quebec, no deductible shall apply to Supplementary Payments.

5. ADDITIONAL CONDITIONS

5.1. **Notice**

Upon your becoming aware of any negligent act, allegation, error or omission which may give rise to any **abuse** covered in this Endorsement, written notice shall be given by you or on your behalf in accordance with General Condition "Notice" or "Notice of Claim or Suit" of the Statutory Conditions or General Conditions form attached to and forming part of this Policy.

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

COMMERCIAL GENERAL LIABILITY COVERAGE

ADDITIONAL INSURED ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. When the Schedule in this Endorsement indicates that the Additional Insured is named as a Landlord due to Leased Premises, paragraph 2. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Max Form is amended to include the following:

EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 2.9. The person or organization named in the **Schedule of Additional Insured**, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and subject to the following additional exclusions:

This insurance does not apply:

- 2.9.1. to any **occurrence** which takes place after you cease to be a tenant in said premises; or
- 2.9.2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated as such in the **Schedule of Additional Insured**.

2. When the Schedule in this Endorsement indicates that the Additional Insured is named as a Lessor, paragraph 2. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max Form is amended to include the following:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 2.9. The person or organization named in the **Schedule of Additional Insured**, but only with respect to vicarious liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional exclusions:

This insurance does not apply:

- 2.9.1. To any **bodily injury** or **property damage** which takes place after the equipment lease expires.
- 2.9.2. To **bodily injury** or **property damage** arising out of the sole negligence of the person or organization designated as such in the **Schedule of Additional Insured**.

3. When the Schedule in this Endorsement indicates that the Additional Insured is named as a Mortgagee, Assignee, or Receiver, paragraph 2. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max Form is amended to include the following:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 2.9. The person or organization shown in the **Schedule of Additional Insured**, but only with respect to their liability as Mortgagee, Assignee, or Receiver and arising out of your ownership, maintenance, or use of the premises.
This insurance doesn't apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. When the Schedule in this Endorsement indicates that the the Additional Insured is named as an Owner, Lessee or Contractor, paragraph 2. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max Form is amended to include the following:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 2.9. The person or organization shown in the **Schedule of Additional Insured**, but only with respect to liability arising out of your operations or premises, **your product** or **your work**.

5. When the Schedule in this Endorsement indicates that the Additional Insured is named as an Additional Insured for any other reason than shown under 1., through 4. above, paragraph 2. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max Form is amended to include the following:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 2.9. The person or organization named in the **Schedule of Additional Insured**, but only with respect to liability arising out of your operations or premises, **your product** or **your work**.

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

SCHEDULE OF ADDITIONAL INSURED

ADDITIONAL INSURED(S)

1. SAULT AREA HOSPITAL

750 Great Northern Road,
Sault Ste. Marie, ON P6B 0A8 CA

Included As An Additional Insured(S) As Per Agreement(S) With The Named Insured
With Respect To The Service Agreement With The Named Insured.

2. SUDBURY DISTRICT NURSE PRACTITIONER CLINICS

Included As An Additional Insured(S) As Per Agreement(S) With The Named Insured
With Respect To Their Agreement With The Named Insured.

3. TORONTO DOMINION BANK

421 Bay Street,
Sault Ste Marie,, ON P6A 1X3 CA

Included As An Additional Insured(S) As Per Agreement(S) With The Named Insured
Additional Insured But Only With Respect To Liability Arising Out of The Operations of The Named Insured.

COMMERCIAL GENERAL LIABILITY COVERAGE

PROFESSIONAL LIABILITY EXTENSION - HEALTH CARE SERVICES

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

It is agreed that the following Extension of Coverage is added to the Commercial General Liability Max Form:

The Commercial General Liability Max Form is amended as follows:

1. **SECTION I – COVERAGE A**, Exclusion 2.16. Professional Services under paragraph **2. EXCLUSIONS**, is deleted from this Form.
2. **SECTION II – WHO IS AN INSURED** – Sub-paragraph 2.1.1.4. is deleted from this Form.
3. **SECTION III – LIMITS OF INSURANCE** is extended as follows:

The Per Occurrence Limit stated in the Declaration Page(s) is the most we will pay for **compensatory damages** arising out of the rendering of, or failure to render, **professional services** in the practice of the business stated in the Declaration Page(s) under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

Notwithstanding what is provided above, the coverage afforded under this Extension of coverage shall not apply to liability of any Insured acting in their professional capacity as a physician.

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

COMMERCIAL GENERAL LIABILITY COVERAGE

PERSONAL INJURY EXCLUSIONS AND CYBER AND DATA LIMITATION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max form and is subject to all terms, conditions, limitations and exclusions of such form.

It is agreed that the Commercial General Liability Max Form is amended as follows:

1. Coverage A. Bodily Injury and Property Damage Liability and Coverage B. Personal Injury and Advertising Injury Liability do not apply to any "bodily injury", "property damage", "compensatory damages", claim, "action" and any loss, damage, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 "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";
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any "electronic data", including any amount pertaining to the value of such "electronic data"; or
 - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, (S.C. 2000, c.5) , the *Canadian Anti-Spam Act* , S.C. 2010 c. 23, the *Privacy Act* , (R.S.C., 1985, c. P-2), or any similar federal, provincial or territorial statute or regulation;
 - 1.4 regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of clause (b) below.
2. However, clause 1.,1.1 above shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - 2.1 any "bodily injury"; or
 - 2.2 any "property damage";resulting from or arising out of a "cyber incident", unless that "cyber incident" is caused by, contributed to by, resulting from, arising out of or in connection with a "cyber act". Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a "cyber incident" or a "cyber act".
3. For the purposes of this endorsement:
 - 3.1 "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.
 - 3.2 "Cyber act" means an unauthorized, malicious or criminal act or series of related unauthorized, 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".
 - 3.3 "Cyber incident" means:
 - 3.3.1 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
 - 3.3.2 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".
 - 3.4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
 - 3.5 This endorsement supersedes any other wording in the policy or any endorsement thereto having a bearing on a "cyber act", "cyber incident" or "electronic data", and, if in conflict with such wording, replaces it.

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

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE TERRITORY ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

It is agreed that the definition of **Coverage territory** provided under **Section IV – DEFINITIONS** of the Commercial General Liability Max Form is deleted and replaced by the following:

8. **Coverage territory** means any part of the world, provided the Insured's responsibility to pay **compensatory damages** is determined in an **action** on the merits in Canada or the United States of America (including their territories and possessions) or in an out-of-court settlement to which we have agreed.

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

GENERAL CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to either this Form or to the DEFINITIONS of Liability Coverage forms or the Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

The following Conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy under a Property Coverage form (including fire) or a Liability Coverage. 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.

The following General Conditions are only applicable to the provinces of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS

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 voids 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, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium. 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.

5. TERMINATION

5.1. This contract may be terminated,

5.1.1. by the Insurer giving to the Insured written notice of termination at least:

5.1.1.1. five (5) days before the effective date of termination if personally delivered;

5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or

5.1.1.3. thirty (30) days before the effective date of termination if the contract is terminated by registered mail for any other reason.

5.1.2. by the Insured at any time on request.

5.2. When this contract is terminated by the Insurer,

5.2.1. 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; and

5.2.2. 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.

5.3. 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.

5.4. The refund may be made by money, postal or express company money order or cheque payable at par.

5.5. The fifteen (15) and thirty (30) days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

Special condition applicable to Condominium Corporations:

In those jurisdictions where provincial legislation under which the Condominium Corporation is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or General Conditions of this Policy as the case may be, such prescribed conditions shall apply.

6. 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,

6.1.1. immediately give notice of the loss or damage in writing to the Insurer;

6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,

6.1.2.1. 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,

6.1.2.2. 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,

6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,

6.1.2.4. showing the amount of other insurances and the names of other Insurers,

- 6.1.2.5. 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,
- 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
- 6.1.2.7. showing the place where the insured property was located at the time of loss or damage;
- 6.1.3. if required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;
- 6.1.4. if required 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.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
- 7. FRAUD**
Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates 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**
- 9.1. 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.
- 9.2. 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 9.1. 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 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, 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 for one is made in writing and until proof of loss has been delivered.
- 12. WHEN LOSS PAYABLE**
The loss is payable within sixty (60) days after completion of the proof of loss, unless the contract provides for a shorter period.
- 13. REPLACEMENT**
- 13.1. 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 thirty (30) days after receipt of the proof of loss.
- 13.2. In that event, the Insurer shall commence to repair, rebuild, or replace the property within forty-five (45) days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.
- 14. ACTION**
Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one (1) year after the loss or damage occurs.
- 15. 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 Canada. 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.

ADDITIONAL CONDITIONS (Property Coverage)

- 1. NOTICE TO AUTHORITIES**
Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
- 2. SUE AND LABOUR**
It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
- 3. BASIS OF SETTLEMENT**
Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 4. SUBROGATION**
The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.
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.
Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.
- Special condition applicable to Condominium Corporations**
Except with respect to criminal act or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:
- the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and

- the owner of a unit and, if residents of 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 a unit or his or her spouse. **Spouse** means a person who is married to or has entered into a civil union with another person of the opposite or the same sex and is living with that person for at least three years or for at least one year if a child was born or adopted of their union.

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

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

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

5. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

6. CANADIAN CURRENCY CLAUSE

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

7. CONTRIBUTION

If, on the happening of any loss or damage to property in consequences of which a claim is or may be made under this Policy, there is in force more than one contract covering the same interest, the liability of the Insurer under this Policy shall be limited to its proportionate share of such claim.

8. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the policy period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

9. BREACH OF CONDITION

9.1. If the Insured 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 Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

9.2. Special condition applicable to Condominium Corporations:

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Policy, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition.

It is further agreed that this insurance shall not be prejudiced by:

9.2.1. any act or neglect of any occupants or owners of the **building** or any part thereof when such act or neglect is not within the control of the **Condominium Corporation**, or

9.2.2. failure of the **Condominium Corporation** to comply with any warranty or condition herein with regard to any portion of the **premises** over which the **Condominium Corporation** has no control.

10. REINSTATEMENT

Unless specified otherwise in this Policy, losses hereunder shall not reduce the amount of insurance of this Policy.

11. LOSS PAYABLE

Special clause applicable to Condominium Corporations

Loss, if any, shall be payable in accordance with the provisions of the provincial 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).

12. PROPERTY OF OTHERS –CONDOMINIUMS

Special condition applicable to Condominium Corporations

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

GENERAL INSURING AGREEMENT APPLICABLE TO THIS POLICY

1. In consideration of the premium specified and the statements contained in the Declaration Page(s) and the conditions, stipulations and declarations contained in the Forms and Endorsements, the Insurer agrees to insure the Insured named in the Declaration Page(s) to the extent provided by the Forms and Endorsements for the policy period.

By acceptance of this Policy, the Insured acknowledges the cancellation from the effective date of this Policy, of any previous policy (or the renewal thereof) which is stated in the Declaration Page(s) as replaced.

2. TERMINATION

Notwithstanding anything contained to the contrary in the Conditions specifically applying to each section of this Policy, the Termination condition of the Commercial Property Policy Conditions of this Policy may at the Insurer's option be applied to the contract entirely.

3. DEFINITION

Wherever the word "policy", "contract" (meaning the insurance contract) or "insurance" (meaning the insurance contract) is used in the Conditions applicable to this Policy or in the Forms and Endorsements forming part thereof, such word shall be held to apply only to the specific cover provided by that Section and by the Forms and Endorsements forming part thereof.

STANDARD MORTGAGE CLAUSE (Approved by The Insurance Bureau of Canada)

It is hereby provided and agreed that:

- 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 THE MORTGAGEE'S 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.
- 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.
- 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.
- 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.
- 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.
- 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.

CLAUSE TYPE RELATIVE AUX GARANTIES HYPOTHÉCAIRES (Approuvée par le Bureau d'Assurance du Canada)

- VIOLATIONS DU CONTRAT** – Ne sont pas opposables aux créanciers hypothécaires les actes, négligences ou déclarations des propriétaires, locataires ou occupants des biens assurés, notamment en ce qui concerne les transferts d'intérêts, la vacance ou l'inoccupation, ou l'affectation des lieux à des fins plus dangereuses que celles déclarées.
Les créanciers hypothécaires sont tenus d'aviser l'Assureur (si ce dernier leur est connu) dès qu'ils sont au courant de toute inoccupation ou vacance de plus de trente jours consécutifs, de tout changement dans les droits de propriété ou de toute aggravation du risque, à charge pour eux d'acquiescer, sur demande raisonnable, les surprime afférentes aux aggravations dépassant les normes d'acceptation fixées pour le présent contrat et cela au tarif établi à cet égard et pour la durée du contrat restant à courir à compter du début des aggravations en question.
- SUBROGATION** – À concurrence des indemnités versées par lui aux créanciers hypothécaires, l'Assureur est subrogé dans les droits de ces derniers contre les débiteurs ou propriétaires auxquels il se croit justifié d'opposer un motif de non-garantie, les créanciers hypothécaires n'en demeurant pas moins en droit de recouvrer le solde de leurs créances avant que la subrogation ci-dessus puisse être exercée. L'Assureur se réserve cependant le droit d'acquiescer les créances intégralement, auquel cas il a droit au transfert de celles-ci et de toutes les sûretés les garantissant.
- PLURALITÉ D'ASSURANCES** – Si d'autres assurances sont, à quelque titre que ce soit, acquises aux créanciers hypothécaires, les indemnités qu'ils peuvent en recevoir doivent être prises en ligne de compte pour la détermination des sommes qui leur sont payables.
- PRÉSENTATION DES DEMANDES D'INDEMNITÉ** – En cas d'absence ou incapacité de l'Assuré, ou s'il refuse ou néglige de présenter les déclarations de sinistre ou formulaires de demandes d'indemnité exigées par le contrat, ces déclarations peuvent en être faites par les créanciers hypothécaires dès qu'ils sont au courant des sinistres, les formulaires de demande devant dès lors être produits par eux dans les meilleurs délais.
- CESSATION** – Les effets de la présente clause prennent fin en même temps que le contrat, sous réserve des droits de résiliation dont l'Assureur peut se prévaloir aux termes de ce dernier, et à charge pour l'Assureur de se conformer aux dispositions de l'article 5 des Conditions légales, et de donner aux créanciers hypothécaires le préavis exigé de toute résiliation ou modification pouvant leur causer préjudice.
- SAISIE** – Si les créanciers hypothécaires ou leurs ayants droit acquiescent, par saisie ou autrement, les titres ou les droits de propriété des biens assurés, ils ont droit dès lors au bénéfice de la présente assurance tant qu'elle demeure en vigueur.
Aux conditions ci-dessus (lesquelles doivent par ailleurs prévaloir en ce qui concerne les intérêts des créanciers hypothécaires contre toutes celles du contrat en conflit avec elles), les sinistres sont payables directement aux créanciers hypothécaires ou à leurs ayants droit.

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: _____

Résiliation

Ceci est pour attester que l'assuré, et la personne ayant droit à toute partie du montant de garantie où applicable, nommé, dans le contrat accuse réception que le présent contrat est résilié à partir de _____ 20__ à 0h 01 heure normale à l'adresse du proposant.

Signature de l'Assuré: _____

SECTION II –LIABILITY CONDITIONS

If similar liability conditions are contained in the liability forms forming part of this Policy, those conditions prevail over the following provisions.

1. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligation under this Policy.

2. CANADIAN CURRENCY CLAUSE

All limits of insurance, premiums and other amounts are in Canadian currency.

3. CHANGES

This Policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Declaration Page(s) is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.

4. DUTIES IN THE EVENT OF OCCURRENCE, OFFENCE, CLAIM OR ACTION

4.1. The Named Insured must see to it that the Insurer is notified as soon as practicable of an **occurrence** or an offence which may result in a claim. To the extent possible, notice should include:

- 4.1.1. How, when and where the **occurrence** or offence took place;
- 4.1.2. The names and addresses of any injured persons and witnesses; and
- 4.1.3. The nature and location of any injury or damage arising out of the **occurrence** or offence.

4.2. If a claim is made or **action** is brought against any Insured, the Named Insured must:

- 4.2.1. Immediately record the specifics of the claim or **action** and the date received; and
- 4.2.2. Notify the Insurer as soon as practicable.

The Named Insured must see to it that the Insurer receives written notice of the claim or **action** as soon as practicable.

4.3. The Named Insured and any other involved Insured must:

- 4.3.1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or **action**;
- 4.3.2. Authorize the Insurer to obtain records and other information;
- 4.3.3. Cooperate with the Insurer in the investigation or settlement of the claim or defence against the **action**; and
- 4.3.4. Assist the Insurer, upon the Insurer's 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.

4.4. 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 the Insurer's consent.

5. EXAMINATION OF THE NAMED INSURED' BOOKS AND RECORDS

The Insurer may examine and audit the Named Insured's books and records as they relate to this Policy at any time during the **policy period** and up to three (3) years afterward.

6. INSPECTIONS AND SURVEYS

6.1. The Insurer has the right to:

- 6.1.1. Make inspections and surveys at any time;
- 6.1.2. Give the Named Insured reports on the conditions the Insurer finds; and
- 6.1.3. Recommend changes.

6.2. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:

- 6.2.1. Are safe or healthful; or
- 6.2.2. Comply with laws, regulations, codes or standards.

6.3. Sub-paragraphs 6.1. and 6.2. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

6.4. Sub-paragraph 6.2. of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, by-laws or regulations, of boilers, pressure vessels or elevators.

7. LEGAL ACTION AGAINST THE INSURER

No person or organization has a right under this Policy:

- 7.1. To join the Insurer as a party or otherwise bring the Insurer into an **action** asking for **compensatory damages** from an Insured; or
- 7.2. To sue the Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer will not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, 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.

8. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

9. OTHER INSURANCE

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers by this Policy, the Insurer's obligations are limited as follows:

9.1. Primary Insurance

This insurance is primary except when sub-paragraph 8.2. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in sub-paragraph 8.3. below.

9.2. Excess Insurance

This insurance is excess over:

- 9.2.1. any of the other insurance, whether primary, excess, contingent or on any other basis:
 - 9.2.1.1. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - 9.2.1.2. that is Fire insurance for premises rented to the Named Insured or temporarily occupied by the Named Insured with permission of the owner;

9.2.1.3. If the loss arises out of the maintenance or use of watercraft or **automobile** not otherwise excluded under this Policy.

9.2.2. any other primary insurance available to the Named Insured covering liability for **compensatory damages** arising out of the premises or operations or **products-completed operations hazard** for which the Named Insured has been added as an additional insured by attachment of an Endorsement.

9.2.3. Excess Insurance (Claims Made Form)

If this Policy provides claims-made coverage, this insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis) that is effective prior to the beginning of the **policy period** shown in the Declaration Page(s) of this insurance and applies to **bodily injury, property damage, personal injury or advertising injury** on other than a claims-made basis.

When this insurance is excess, the Insurer will have no duty 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, the Insurer will undertake to do so, but the Insurer will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only the Insured's share of the amount of the loss, if any, that exceeds the sum of:

9.2.4. the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

9.2.5. the total of all deductible and self-insured amounts under all that other insurance.

The Insurer 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 Limits of Insurance shown in the Declaration Page(s) of this Policy.

9.3. Method of Sharing

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

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

10. PREMIUM AUDIT

10.1. The Insurer will compute all premiums for this Policy in accordance with the Insurer's rules and rates.

10.2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period the Insurer 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, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declaration Page(s) of this Policy.

10.3. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

11. PREMIUMS

The first Named Insured shown in the Declaration Page(s):

11.1. Is responsible for the payment of all premiums; and

11.2. Will be the payee for any return premiums the Insurer pays.

12. REPRESENTATIONS

By accepting this Policy, the Named Insured agrees:

12.1. The statements in the Declaration Page(s) are accurate and complete;

12.2. Those statements are based upon representations the Named Insured made to the Insurer; and

12.3. The Insurer has issued this Policy in reliance upon the Named Insured's representations.

13. SEPARATION OF INSUREDS, CROSS LIABILITY

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

13.1. As if each Named Insured were the only Named Insured; and

13.2. Separately to each Insured against whom claim is made or **action** is brought.

14. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE INSURER

If the Insured has rights to recover all or part of any payment the Insurer has made under this Policy, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer's request, the Insured will bring **action** or transfer those rights to the Insurer and help the Insurer enforce them.

15. TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The Named Insured's rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured. If the Named Insured dies, the Named Insured's rights and duties will be transferred to the Named Insured's legal representative but only while acting within the scope of duties as the Named Insured's legal representative. Until the Named Insured's legal representative is appointed, anyone having proper temporary custody of the Named Insured's property will have the Named Insured's rights and duties but only with respect to that property.

16. PROVISIONAL PREMIUM

If the premium shown in this Policy is a provisional premium, the Insurer will, at the end of each audit period, compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the Named Insured subject to the retention of the minimum premium shown in the Declarations of this Policy.

17. TERMINATION

17.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.

17.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:

16.2.1. Five (5) days before the effective date of termination if personally delivered;

16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or

16.2.3. Thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

17.3. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.

17.4. The policy period will end on the date termination takes effect.

17.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph 15. **PROVISIONAL PREMIUM**.

ADDITIONAL CONDITIONS APPLICABLE ONLY TO THE COMMERCIAL UMBRELLA LIABILITY POLICY AND COMMERCIAL EXCESS LIABILITY POLICY

1. ASSIGNMENT

Assignment of interest under this Form will not bind the Insurer until its consent is evidenced by an endorsement to this Form. If, however, the Named Insured will die or be adjudged bankrupt or insolvent, this insurance, unless cancelled, will cover the Insured's legal representative as the Named Insured for the unexpired portion of such period, but only while acting within the scope of his or her duties as such.

2. SUBROGATION

- 2.1 . In as much as insurance under this Form is excess coverage, an Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. In case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery.
- 2.2. The apportioning of any amounts which may be so recovered will follow the principle that any interests (including the Insured) that will have paid any amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the Insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any, but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.
- 2.3. Expenses necessary to the recovery of any such amounts will be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if an to the extent that doing so would breach any

Prohibition

For the purposes of this Clause

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

- 1.1 trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- 1.2 any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity

All other terms and conditions of the Policy remain unchanged.

AMENDED TERMINATION CONDITION (Ontario and Atlantic)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **GENERAL CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that:

1. **Condition 5. TERMINATION of SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS** is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated,
 - 5.1.1. by the Insurer giving to the Insured written notice of termination at least:
 - 5.1.1.1. five (5) days before the effective date of termination if personally delivered;
 - 5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or
 - 5.1.1.3. 90 days before the effective date of termination if the contract is terminated by registered mail for any other reason.
 - 5.1.2. by the Insured at any time on request.
- 5.2. When this contract is terminated by the Insurer,
 - 5.2.1. 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; and
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) and 90 days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

2. **Condition 16. – TERMINATION of SECTION II – LIABILITY CONDITIONS** is amended to read as follows:

16. TERMINATION

- 16.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.
- 16.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 16.2.1. Five (5) days before the effective date of termination if personally delivered;
 - 16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 16.2.3. 90 days before the effective date of termination if the Insurer terminates for any other reason.
- 16.3. The Insurer will mail or deliver notice to the first Named Insured's last mailing address known to the Insurer.
- 16.4. The policy period will end on the date termination takes effect.
- 16.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph **15. PROVISIONAL PREMIUM**.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

The following Statutory Conditions and supplementary Additional Conditions apply to all coverages insured by this Policy (including fire), except where indicated.

Other words and phrases that appear in bold font have special meaning, as defined either in the Definitions Section of this Form or in the Liability or Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

For British Columbia, Alberta and Manitoba, Statutory Conditions 1., 6., 7., 8., 9., 10., 11., 12. and 13. apply only to property insurance.

For Northwest Territories, Nunavut, Saskatchewan and Yukon, Statutory Conditions 2., 6., 7., 8., 9., 10., 11., 12., 13. and 14. apply only to property insurance.

SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)

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

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless:

- 2.1. otherwise specifically stated in the contract; or
- 2.2. the interest of the Insured in that 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 a change of title by succession, by operation of law or by death.

4. 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:
 - 4.1.1. material to the risk; and
 - 4.1.2. within the control and knowledge of the Insured.
- 4.2. If an Insurer or its agent is not promptly notified of a change under sub-paragraph 4.1. of this condition, the contract is void as to the part affected by the change.
- 4.3. If an Insurer or its agent is notified of a change under sub-paragraph 4.1. of this condition, the Insurer may:
 - 4.3.1. terminate the contract in accordance with Statutory Condition 5; or
 - 4.3.2. notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- 4.4. If the Insured fails to pay an additional premium when required to do so under sub-paragraph 4.3.2. of this condition, the contract is terminated at that time and Statutory Condition 5.2.1. applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1. 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The fifteen (15) day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. 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,
 - 6.1.1. immediately give notice in writing to the Insurer;
 - 6.1.2. 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;
 - 6.1.2.1. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. stating the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - 6.1.2.7. stating the place where the insured property was at the time of loss.
 - 6.1.3. if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
 - 6.1.4. if required by the Insurer and if practicable;

- 6.1.4.1. produce books of account and inventory lists;
 - 6.1.4.2. furnish invoices and other vouchers verified by statutory declaration; and
 - 6.1.4.3. furnish a copy of the written portion of any other relevant contract.
- 6.2. The evidence given, produced or furnished under sub-paragraph 6.1.3. and 6.1.4. of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. FRAUD

Any fraud or willfully 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.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6.1.1. may be given and the proof of loss under Statutory Condition 6.1.2. may be made:

- 8.1. by the agent of the Insured; if
 - 8.1.1. the Insured is absent or unable to give the notice or make the proof; and
 - 8.1.2. the absence or inability is satisfactorily accounted for; or
- 8.2. 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 8.1. of this condition.

9. 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.
- 9.2. The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under sub-paragraph 9.1. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has:

- 10.1. 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
- 10.2. 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
 - 10.2.1. without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property; and
 - 10.2.2. without the Insurer's consent, there can be no abandonment to it of the insured property.

11. 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.
- 11.2. There is no right to a dispute resolution process under this condition until:
 - 11.2.1. a specific demand is made for it in writing; and
 - 11.2.2. the proof of loss has been delivered to the Insurer.

12. WHEN LOSS PAYABLE

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.

13. 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.
- 13.2. If the Insurer gives notice under sub-paragraph 13.1. 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.

14. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

15 NOTICE

- 15.1. 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.
- 15.2. 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.

SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

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 of 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 therein 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 Act** or change of title by succession, by operation of law, or by death.

* *Bankruptcy and Insolvency Act* (Canada) applies to Saskatchewan.

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 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 (15) days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION

- 5.1. This contract may be terminated:
- 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2. by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
- 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) days mentioned in clause 5.1.1. 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.

6. 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:
- 6.1.1. forthwith give notice thereof in writing to the Insurer;
 - 6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
 - 6.1.2.1. 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;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. showing the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
 - 6.1.2.7. showing the place where the property insured was at the time of loss;
 - 6.1.3. if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - 6.1.4. 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.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of sub-paragraph 6.1. of the condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. FRAUD

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

8. WHO MAY GIVE NOTICE AND PROOF

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.

9. 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.
- 9.2. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph 9.1. of this condition according to the respective interests of the parties.

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, 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.

11. APPRAISAL

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.

12. WHEN LOSS PAYABLE

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

13. 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 (30) days after receipt of the proofs of loss.
- 13.2. In the 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.

14. ACTION**

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year*** next after the loss or damage occurs.

** 14. Action is not applicable in Saskatchewan

*** Two years in Yukon Territory.

15. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

16. NOTICE

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 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.

SECTION III - ADDITIONAL CONDITIONS (APPLICABLE ONLY TO PROPERTY INSURANCE UNLESS NOTED OTHERWISE)

1. NOTICE TO AUTHORITIES

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempted theft, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

2. NO BENEFIT TO BAILEE

It is warranted by the Insured that this insurance shall in no way insure directly or indirectly to the benefit of any carrier or other bailee.

3. PAIR AND SET

In the case of loss of or damage to any article(s), whether scheduled or unscheduled, which is (are) a part of a set, the measure of loss of or damage to such article(s) shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

4. PARTS

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

5. SUE AND LABOUR

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

6. BASIS OF SETTLEMENT

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

7. SUBROGATION (ALL LINES OF INSURANCE)

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. The Insurer shall have the right to control such subrogation.

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.

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

Refer to Special Provisions applying to Condominium Corporations which follows.

8. ACTION (EXCLUDING NORTHWEST TERRITORIES, NUNAVUT, AND YUKON)

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

- 8.1. in the case of loss or damage to insured property, not later than two years after the date the Insured knew or ought to have known the loss or damage occurred; and
- 8.2. in any other case, not later than two years after the date the cause of action against the Insurer arose.

9. BREACH OF CONDITIONS

If the Insured 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 Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

Refer to Special Provision applying to Condominium Corporations which follows.

10. OTHER INSURANCE

The Insurer is not liable:

- 10.1. for more than the portion of any loss, destruction or damage covered by this Policy which the applicable limit of this Policy bears to the total amount of insurance covering against the peril of fire irrespective of whether or not such other insurance gives insurance in respect of the perils covered by this Policy, whether by endorsement thereto or otherwise;
- 10.2. where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected.

Refer to Special Provision applying to Condominium Corporations which follows.

11. PROPERTY OF OTHERS

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

12. REINSTATEMENT

With the exception of losses that are subject to annual aggregate limits, any loss under this Form shall not reduce the limits of insurance.

13. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the Policy Period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

14. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

15. CANADIAN CURRENCY CLAUSE (ALL LINES OF INSURANCE)

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

SECTION IV - SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

1. SUBROGATION

This clause replaces **Additional Conditions 7.** above.

Subrogation shall be in accordance with the provisions of the provincial or territorial legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, subrogation is as stated in this clause.

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. The Insurer shall have the right to control such subrogation.

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:

- 1.1 the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and
- 1.2 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 a **unit** or his or her **spouse**.

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.

2. 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).

3. BREACH OF CONDITION

This clause replaces **Additional Conditions 9.** above:

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:

- 3.1. if the **Condominium Corporation** fails to comply with a condition in part of the **premises** over which the **Condominium Corporation** has no control; or
- 3.2. if the breach is committed by an owner of a **unit** or occupant without the knowledge or consent of the **Condominium Corporation**.

4. 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.

5. TERMINATION

In those jurisdictions where provincial or territorial legislation under which the **Condominium Corporation** is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or Special Provisions of this Policy, such prescribed provincial or territorial conditions shall apply.

6. OTHER INSURANCE

This clause replaces **Additional Conditions 10.** above:

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 or as in accordance with provincial or territorial legislation applicable to Other Insurance.

SECTION V - GENERAL LIABILITY CONDITIONS

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

1. NOTICE OF CLAIM OR SUIT

Upon the happening of an accident or **occurrence** that may give rise to a claim under this Policy, the Insured shall give notice of such accident or **occurrence** to the Insurer as soon as practicable after notice has been received by an officer of the Insured.

Such notice shall contain all available information pertaining to such accident or **occurrence** that is obtainable at the time.

If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by the Insured or the Insured's representatives.

2. ASSISTANCE AND COOPERATION

The Insured shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

3. ASSUMPTION OF LIABILITY

The Insured shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

4. ACTION AGAINST INSURER

No action shall lie against the Insurer unless, as a condition precedent, to such action there shall have been full compliance with all of the terms of this Policy. In addition, no action shall lie against the Insurer until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Insurer. The Insurer shall not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance.

Unless another time limit is specified to the contrary in any Canadian province' Insurance Act governing this Policy, every action or proceeding against the Insurer shall be commenced within one year of the date of such judgement or written agreement and not afterwards. The sole venue for coverage legal action related to this Policy shall be a Superior Court in Canada.

Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations under this Policy.

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.

5. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada

6. PREMIUM AND ADJUSTMENT OF PREMIUMS

- 6.1. Unless indicated as "Flat rate premium", the premium stated in the Declaration Page(s) for this Form is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium basis and rates shown in the Declaration Page(s) for this Form as "Basis of premium adjustment" shall be used in ascertaining the earned premium.
- 6.2. In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the Declaration Page(s), or in any endorsement, the earned premium shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- 6.3. Subject to the retention by the Insurer of the amount stated in the Declaration Page(s) for this Form as "Minimum annual premium", if the earned premium for this Policy thus computed exceeds the estimated deposit premium paid, the Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- 6.4. The Named Insured shall maintain for each hazard insured against, a record of the information necessary for premium computation on the basis stated and shall submit such record to the Insurer at the end of the Policy Period and at such other times during the Policy Period as the Insurer may direct.

7. INSPECTION AND AUDIT

- 7.1. The Insurer shall be permitted, but is not obligated, to inspect the Insured's property and operations. Neither the Insurer's right to inspect nor reporting based on such inspections shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.
- 7.2. The Insurer may examine and audit the Insured's books and records at any time during the Policy Period and extensions of the Policy Period and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

8. OTHER INSURANCE

The Insurer shall not be liable if at the time of an accident or **occurrence** covered by this Policy there is any other insurance that would have attached if this insurance had not been effected, and this insurance shall specifically exclude losses covered by such other valid insurance. This insurance shall apply only as excess insurance and in no event as contributing insurance and then only after all such other insurance has been exhausted.

The Insurer acknowledges the existence of any Policies arranged to apply in excess of the insurance provided by this Policy and it is agreed that notwithstanding anything contained in this Condition the insurance provided by such excess Policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this Policy is concerned and shall be held to attach and cover only after the insurance under this Policy has been exhausted.

9. SUBROGATION

9.1. Applicable to underlying insurance

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery against any third party except where the amount of settlement exceeds the amount provided in aggregate by this Policy and any other valid and collectible insurance in which case the Insured shall be entitled to all recovery until such excess has been made good to the Insured. The Insured shall execute all papers required and shall do everything necessary within his power to secure such rights.

9.2. Applicable to umbrella insurance

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall be made between the Insured and the Insurer, provided always that nothing in this clause shall be construed to mean that losses under this insurance are not recoverable until the Insured's **ultimate net loss** has been finally ascertained. In as much as this Policy is umbrella-type excess coverage, the Insured's right of recovery against any person or other entity cannot always be exclusively subrogated to the Insurer. It is therefore understood and agreed that, in case of any payment under this Policy, the Insurer shall act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. The apportioning of any amounts that may be so recovered shall follow the principle that any other insurer or the Insured that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by them. The Insurer shall then be reimbursed of out of any balance then remaining up to the amount paid under this Policy. Lastly, the interests of any insurer and the Insured of which this coverage is excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the insurers and the Insured concerned, in the ratio of their respective recoveries as finally settled.

10. CANCELLATION - TERMINATION

- 10.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate and procedure for the time the Policy has been in force.
- 10.2. This Policy may be cancelled or terminated:
 - 10.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days notice in writing of cancellation by registered post, or five (5) days notice in writing of cancellation personally delivered;
 - 10.2.2. In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured thirty (30) days notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 10.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.
- 10.4. Where the Policy is terminated by the Insurer:
 - 10.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 10.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 10.5. Where the Policy is terminated by the Named Insured:
 - 10.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premiums in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 10.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 10.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 10.7. The thirty (30) days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 10.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 10.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured.

11. WAIVER

No notice to any Agent or knowledge possessed by any Agent or by any other person shall be held to effect a waiver or change in any part of this Policy. The terms of this Policy shall not be waived or changed except by endorsement issued to form a part of this Policy.

12. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurer until their consent is endorsed on this Policy, except through change of title by succession, death or proceedings under any bankruptcy act.

13. SPECIAL STATUTES

If any condition of this Policy, relating to limitation of time for notice of accident or for instituting legal proceedings, is at variance with any specific statutory provision in the province in which the accident occurs such statutory provision shall be substituted for such condition.

14. CROSS LIABILITY AND SEPARATION OF INSURED

The insurance as is afforded by this Policy shall apply in respect to any claim or **action** brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate Policy had been issued to each Insured.

The inclusion under this Policy of more than one Insured shall not operate to increase the Limit of Liability under this Policy.

Any breach of a condition of this Policy by any Insured shall not affect the protection given by this Policy to any other Insured who is not, or was not, a party to such breach of condition.

15. DEDUCTIBLE CLAUSE

COVERAGE A

The Insured shall pay the amount stated in the Declaration Page(s) for this Form as Deductible or Deductible - U.S. Claims for each and every claim related to **property damage** under paragraph 1. **INSURING AGREEMENT of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Commercial General Liability Max Form. If more than one claim arises or results from a single **occurrence**, the deductible amount shall only apply once.

16. REIMBURSEMENT CLAUSE

Applicable to COVERAGE A and to **personal injury** under COVERAGE B

In the event a claim payment is made by the Insurer, the Insured shall reimburse the Insurer with respect to all claims, legal fees and adjusting expenses combined in any one accident or **occurrence**, up to the Deductible amount stated in the Declaration Page(s) for this Form as **Reimbursement or Reimbursement - US Claims**, and the Insurer shall only be liable for loss, damage or expense in excess of that amount.

The terms of the Policy, including those with respect to notice of accident or **occurrence** and the Insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

SECTION VI - DEFINITIONS

1. **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.

2. **Premises** means:

2.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:

2.1.1. areas under adjoining sidewalks and driveways;

2.1.2. in or on vehicles within 100 metres (328 feet) of such property lines described in 2.1.;

2.2. in the open within 305 metres (1000 feet) of such property lines described in 2.1.

3. **Spouse** means a person:

3.1. who is married to or has entered a civil union with another person and is living with that person;

3.2. 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 years: or in the following cases, for at least one year if:

3.2.1. a child has been born or is to be born of their union;

3.2.2. they have adopted a child together.

4. **Unit** means the unit as defined in the declaration, description or bylaws of the **Condominium Corporation** or provincial or territorial legislation relating to condominiums or divided co-ownership. It refers to a strata lot in British Columbia.

SECTION VII - ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY (APPLICABLE TO BRITISH COLUMBIA, ALBERTA, MANITOBA, NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

1.1. trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and

1.2. any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity.

AMENDED CANCELLATION-TERMINATION CONDITION (Other Provinces and Territories)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that

1. Condition 5. **TERMINATION OF INSURANCE of SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)**, is amended to read as follows:

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1 by the Insurer giving to the Insured 90 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1.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
 - 5.2.2.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.
- 5.3. 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.
- 5.4. The 90 day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

2. Condition 5. **TERMINATION of SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)**, is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated:
 - 5.1.1 by the Insurer giving to the Insured 90 days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2.by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
 - 5.2.1.the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2.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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5 The 90 days mentioned in clause 5.1.1. 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.

3. Condition 9. – **CANCELLATION - TERMINATION of SECTION V - GENERAL LIABILITY CONDITIONS** is amended to read as follows:

9. CANCELLATION - TERMINATION

- 9.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate table and procedure for the time the Policy has been in force.
- 9.2. This Policy may be cancelled or terminated:
 - 9.2.1.In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days' notice in writing of cancellation by registered post, or five (5) days' notice in writing of cancellation personally delivered;
 - 9.2.2.In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured 90 days' notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 9.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.

- 9.4. Where the Policy is terminated by the Insurer:
 - 9.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 9.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 9.5. Where the Policy is terminated by the Named Insured:
 - 9.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 9.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 9.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 9.7. The 90 days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 9.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 9.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

LLOYD'S ADDITIONAL CONDITIONS

LLOYD'S

Lloyd's Approved Coverholder ("the Coverholder"):
Intact Public Entities Inc.

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 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 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 Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

15 April 2022

LSW1548d (Amended)

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this 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 contract.

The proportion of liability under this 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 contract.

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 itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. 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 this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

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

LMA5096 (Combined Certificate) 7 March 2008

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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8
LMA5028B 15 April 2022

NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers' licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit www.lloyds.com. Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information. Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection

while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

Authority to collect, use and disclose personal information

When you share information with us for purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

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LSW1543D

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

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.

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LSW1565C

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

10/20

LSW1542F



**NON-OWNED AUTOMOBILE
POLICY DECLARATIONS**

Policy Number: CP80727C

Replaces Number: RENEWAL

Process Date: March 12, 2024

Intact Public Entities Inc. is a Managing General Agent and is duly authorized by the Insurer(s) vested with underwriting authority on behalf of the Insurer(s) for the proportions of indemnity so stated under the Subscribing Companies.

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms and Endorsements of this Policy.

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

Policy Period:

From MARCH 31, 2024

To MARCH 31, 2025

at 12:01 a.m. Standard Time at the Named Insured's postal address shown on this Certificate

Insured's Operations

MEDICAL CLINIC

Schedule of Coverage

(Insurance is provided, subject to the Declarations, Terms, Conditions of the Policy and its Form(s), only for the coverage for which specific Form(s) are attached and for which a specific Limit or Amount of Insurance is shown hereunder.)

Refer to attached if applicable

Minimum retained premium for this policy is (\$)	17	Total	
		(\$ Premium)	112

The policy contains a clause that may limit the amount payable.

In witness whereof the Insurers have duly authorized Intact Public Entities Inc. to execute and sign this policy on their behalf for the proportions of indemnity so stated.

Intact Public Entities Inc.
278 Pinebush Road, Suite 200
Cambridge, ON N1T 1Z6

President

Authorized Representative

In consideration of the Premium stated, the Insurer(s) will indemnify the Insured with the Terms and Conditions of this Policy.

This Policy is issued subject to the Declaration Page(s), Coverage Agreements, Exclusions, Definitions, Conditions and Limits as well as the Endorsements or Amendments brought to this Policy which may from time to time be added to form part of this Policy.

Whenever used in the Declaration Page(s) or in the Forms and Endorsements forming part of this insurance contract, the expression "Policy" means this/these Declaration Page(s) and all Forms, Endorsements and amendments brought to this Policy forming part of this insurance contract for each Coverage.

Notwithstanding any contrary provision, the Coverage provided under any Form or Endorsement attached to this Policy does not extend to any other Form or Endorsement, unless such Form or Endorsement specifies that its Coverage extends and applies to this other Form or Endorsement.

In accepting this Policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this Policy, any previous policy stated in the Declaration Page(s) is replaced by this Policy, including all renewals attaching thereto.

Cancellation/Non-acceptance of this Policy

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

If you no longer require this Policy, please complete and return the portion below otherwise leave blank. We strongly recommend that you review this with your Broker to ensure that you fully understand the impact of this decision.

Cancellation Agreement

I/we agree as the undersigned Insured named in this policy CP80727C and renewal certificates (if any), hereby acknowledge the cancellation thereof _____ At 12:01 a.m. standard time and agree that all coverages and liability of
Day/Month/Year

Intact Public Entities Inc. and The Insurer(s) with respect to all accidents, losses or damage occurring on and after the date of cancellation is hereby terminated.

X

Signature (only required if cancelling the Policy)

Policy No. CP80727C

Effective Date MARCH 31, 2024

SCHEDULE OF COVERAGE

Non-Owned Automobile

Form-Edition	Coverage Description	Deductible	(\$ Limit of Insurance	(\$ Premium
CWGX3033-0514	Non-Owned Automobile Liability		10,000,000	112
	Ninety Day Termination Endorsement		Included	
	S.E.F. No. 96 Contractual Liability		Included	
	S.E.F. No. 99 Excluding Long Term Leased Vehicle		Included	
CNGX3027-0114	S.E.F. No. 94 Legal Liability - All Perils	500	50,000	
CNGX3320-0114	O.E.F. 98B Reduction of Coverage - Leased Vehicles		Included	
GNGX408-0124	Lloyd's Additional Conditions			
Total				112

Subscription Form

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted thereof or added thereto by endorsement, the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly agree, each for the proportion set against its name in the List of Subscribing Companies, that if the insurance described in the Schedule of Coverage of this policy is provided by the terms of this policy and endorsements attached hereto, while the policy is in force, the Insurers will indemnify the Insured against the loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

Subscribing Companies

Insurers	Participation (%)	(\$) Premium
Intact Insurance Company	42.25	47
Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	42
Temple Insurance Company	20.00	23
Total	100	112

NON-OWNED AUTOMOBILE LIABILITY FORM

Including S.E.F. No. 96 and S.E.F. No. 99

This policy provides occurrence coverage. Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "Named Insured" refer to the "Named Insured" shown in the "declarations", and any other person or organization qualifying as the "Named Insured" under this policy. The word "Insurer" refers to the Company or Companies providing this policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured" as follows:

INSURING AGREEMENT THIRD PARTY LIABILITY

To indemnify the "Insured" against the liability imposed by law upon the "Insured" for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the "Insured", and resulting from **bodily injury to or the death of any person or damage to property of others not in the care, custody or control of the "Insured"**:

Provided always the Insurer shall not be liable under this form:

1. for any liability which arises from the use or operation of any automobile while personally driven by the "Insured" if the "Insured" is an Individual; or
2. *for any liability imposed upon any person "Insured" by this form;
 - (a) by any worker's compensation law; or
 - (b) by any law for bodily injury to or the death of the "Insured" while engaged in the business of the "Named Insured"; or
3. for any liability assumed by any "Insured" under this form voluntarily under any contract or agreement; or
4. for loss or damage to property carried in or upon an automobile personally driven by any "Insured" under this form or to any property owned or rented by, or in the care, custody or control of any such person; or
5. for any amount in excess of the limit of insurance shown in the "declarations" and expenditures provided for in the Additional Agreements of this form, subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

*Not applicable in the Province of Ontario

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this form, the Insurer further agrees:

1. upon receipt of notice of loss or damage caused to persons or property to serve any "Insured" under this form by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting "claims", as may be deemed expedient by the Insurer; and
2. to defend in the name and on behalf of any "Insured" under this form and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
3. to pay all costs taxed against any "Insured" under this form in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
4. in case the injury be to a person, reimburse any "Insured" under form for outlay for such medical aid as may be immediately necessary at the time of such injury; and
5. be liable up to the minimum limit(s) prescribed for that Province or Territory of Canada in which the accident occurred, if that limit(s) is higher than the limit of insurance shown in the "declarations"; and
6. not set up any defense to a "claim" that might not be set up if the form were a motor vehicle liability policy issued in the Province or Territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this form, every "Insured" under this form

1. by the acceptance of this form, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any Province or Territory of Canada in which action is brought against the "Insured" arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
2. shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this form.

GENERAL PROVISIONS

1. "Additional Insured"

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every

- (a) Council, Commission or Committee Members of the "Named Insured";
- (b) Trustees, Board Members, Directors, Partners or Executive Officers created by the "Named Insured's" charter, constitution, by-laws or any other similar governing document;
- (c) Foster Parent and Kinship Care Provider. In no event shall the term Kinship Care Provider include Kinship Service Providers. Customary Care Providers are included in this definition only if caring for a child under the supervision of the "Named Insured" in formal customary care as evidenced by a Customary Care Agreement with the "Named Insured";
- (d) Employees or volunteers;

who, with the consent of the owner thereof, personally drives:

- (i) in the business of the "Named Insured" as shown in the "declarations", any automobile not owned in whole or in part by or licensed in the name of (a) the "Named Insured", or (b) such "Additional Insured", or (c) any person or persons residing in the same dwelling premises as the "Named Insured" or such "Additional Insured", or
- (ii) any automobile hired or leased in the name of the "Named Insured" except an automobile owned in whole or in part or licensed in the name of such "Additional Insured".

2. Coverage Territory

The insurance afforded under this form applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

3. Two or More Automobiles

When two or more automobiles are insured hereunder the terms of this form shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects third party liability Limit of Insurance as shown on the "declarations".

DEFINITIONS

When used in this endorsement:

1. "Additional Insured" means:

- (a) Council, Commission or Committee Members of the "Named Insured";
- (b) Trustees, Board Members, Directors, Partners or Executive Officers created by the "Named Insured's" charter, constitution, by-laws or any other similar governing document;
- (c) Foster Parent and Kinship Care Provider. In no event shall the term Kinship Care Provider include Kinship Service Providers. Customary Care Providers are included in this definition only if caring for a child under the supervision of the "Named Insured" in formal customary care as evidenced by a Customary Care Agreement with the "Named Insured";
- (d) Employees or volunteers.

2. "Another Object" includes

- (a) a vehicle to which the automobile is attached; and
- (b) the surface of the ground and any object therein or thereon.

3. "Automobiles Operated Under Contract" means automobiles operated in the business of the "Named Insured" as shown in the "declarations" where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".

4. "Application" means all signed applications, including materials and attachments prepared specifically for and submitted therewith, for this policy and for any similar policy in an uninterrupted series of policies issued by the Insurer of which this policy is a renewal or replacement.

All such applications, attachments and materials are deemed attached to and incorporated into this policy.

5. "Claim" means a civil proceeding or demand in which compensatory damages, to which this insurance applies, are claimed, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the "Insured" submits with the Insurer's consent.

6. "Declarations" means the "declarations" page, including any associated schedules of coverage, applicable to this policy.

7. "Hired Automobiles" means automobiles hired or leased from others with or without drivers, used under the control of the "Named Insured" in the business as shown in the "declarations" but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".

8. "Insured" means the "Named Insured" and any "Additional Insured".

STATUTORY CONDITIONS

The insurance provided under this coverage is subject to the Standard Non-Owned Automobile Policy the Automobile Statutory Conditions approved by the Superintendent of Insurance for the Province in which this policy is issued and available upon request from the Insurer.

FURTHER CONDITIONS

The coverage provided by this form is subject to the following endorsements:

NINETY DAY TERMINATION ENDORSEMENT

It is understood and agreed that Automobile Statutory Conditions - Termination clause is amended to read as follows:

1. This contract may be terminated,
 - (a) by the Insurer giving to the "Insured" ninety days' notice of termination by registered mail;
 - (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 the 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 cheque payable at par.
5. The Ninety days mentioned in clause (a) of sub-condition (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.

CONTRACTUAL LIABILITY ENDORSEMENT - S.E.F. NO. 96

It is understood and agreed that Item 3. of INSURING AGREEMENT - THIRD PARTY LIABILITY of this form is amended to read as follows:

3. for any liability assumed by any person insured by this form voluntarily under any contract or agreement other than those stated below:

All written contracts entered into by the "Insured".

EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT - S.E.F. NO. 99

In consideration of the premium for which this form is issued, it is understood and agreed that "Hired Automobiles" as shown under the DEFINITIONS of this form is hereby amended to read as follows:

The term "hired automobiles" as used in this form means automobiles:

- (a) hired or leased from others with drivers; or
- (b) hired or leased by the "Named Insured" from others without drivers

for periods not exceeding thirty (30) days, used under the control of the "Named Insured" in the business as shown in the "declarations" but shall not include any automobile owned in whole or in part by or licensed in the name of any "Insured".

LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

S.E.F. 94 EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE NON-OWNED AUTOMOBILE FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Named Insured".

INSURING AGREEMENT

Legal Liability For Damage To Hired Automobiles

The insurer agrees to indemnify the "Insured" against the liability imposed by law upon the "Insured" or assumed by the "Insured" under any contract or agreement for loss or damage arising from the care, custody or control of "hired automobiles" as defined in such form and resulting from loss or damage thereto, caused solely by:

Subsection 1. ALL PERILS - from all perils;

Subsection 2. COLLISION OR UPSET - caused by collision with another object or by upset;

Subsection 3. COMPREHENSIVE - from any peril other than by collision with "another object" or by upset; Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this Subsection 3.

Subsection 4. SPECIFIED PERILS - caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

DEDUCTIBLE AGREEMENT

Each occurrence causing loss or damage covered under any subsection and shown on the "declarations" except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate "claim" in respect of the Insurer's liability and shall be limited to the amount of loss or damage in excess of the deductible amount, if any, stated in the applicable subsection hereof.

TWO OR MORE AUTOMOBILES

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this Insuring Agreement.

EXCLUSIONS

The Insurer shall not be liable:

1. for loss or damage to any automobile while personally driven by the "Insured" if the "Insured" is an individual ; or
2. under any subsection hereof for loss or damage
 - (a) 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 covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - (b) to any automobile while being used without the consent of the owner thereof, or
 - (c) caused directly or indirectly by contamination by radioactive material; or
 - (d) to contents of trailers or to rugs or robes; or
 - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
 - (f) 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 be declared or not; or
 - (g) for any amount in excess of the limit stated in the "declarations" and expenditures provided for in the ADDITIONAL AGREEMENTS of the form to which this endorsement is attached; or
3. under subsections 3. Comprehensive; 4. Specified Perils for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the "Insured", or by any employee of the "Insured" engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the form provides insurance under subsections 1. or 2.

ADDITIONAL AGREEMENTS

The insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the insured is legally liable.

THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES ENDORSEMENT (O.E.F. 98B)

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE NON-OWNED AUTOMOBILE FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Definitions Section. These definitions apply to the singular and the plural of these terms as circumstances and context require.

In consideration of the premium, in reliance on the statements in the "application", and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of this policy, the Insurer agrees with the "Insured".

Purpose of this endorsement:

This endorsement alters the coverage provided by this Form with respect to "claims" in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased.

How the policy coverage is changed:

The Insurer also agrees to pay on behalf of any "Insured" who, in the business of the "Named Insured" as shown in the "declarations", leases an automobile for a period of not more than thirty (30) days in their own name, all sums which such "Insured" is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s). The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the "Insured".

Underlying coverage available to the "Insured" includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease and lessee are used as equivalent to rented, rent and renter.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

LLOYD'S ADDITIONAL CONDITIONS

LLOYD'S

Lloyd's Approved Coverholder ("the Coverholder"):
Intact Public Entities Inc.

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 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 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 Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

15 April 2022

LSW1548d (Amended)

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this 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 contract.

The proportion of liability under this 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 contract.

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 itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. 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 this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

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

LMA5096 (Combined Certificate) 7 March 2008

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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8
LMA5028B 15 April 2022

NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers' licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit www.lloyds.com. Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information. Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection

while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

Authority to collect, use and disclose personal information

When you share information with us for purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

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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

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.

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LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

10/20

LSW1542F



public
entities

ERRORS AND OMISSIONS FINANCIAL LOSS (CLAIMS MADE)

POLICY DECLARATIONS

Policy Number: CP80727B

Replaces Number: RENEWAL

Process Date: March 12, 2024

Intact Public Entities Inc. is a Managing General Agent and is duly authorized by the Insurer(s) vested with underwriting authority on behalf of the Insurer(s) for the proportions of indemnity so stated under the Subscribing Companies.

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms and Endorsements of this Policy.

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

Policy Period:

From MARCH 31, 2024

To MARCH 31, 2025

at 12:01 a.m. Standard Time at the Named Insured's postal address shown on this Certificate

Insured's Operations

MEDICAL CLINIC

Schedule of Coverage

(Insurance is provided, subject to the Declarations, Terms, Conditions of the Policy and its Form(s), only for the coverage for which specific Form(s) are attached and for which a specific Limit or Amount of Insurance is shown hereunder.)

Refer to attached if applicable

Minimum retained premium for this policy is (\$)173

	Total	
	(\$) Premium	1,153

The policy contains a clause that may limit the amount payable.

In witness whereof the Insurers have duly authorized Intact Public Entities Inc. to execute and sign this policy on their behalf for the proportions of indemnity so stated.

Intact Public Entities Inc.
278 Pinebush Road, Suite 200
Cambridge, ON N1T 1Z6

Glenn M.
President

Authorized Representative

In consideration of the Premium stated, the Insurer(s) will indemnify the Insured with the Terms and Conditions of this Policy.

This Policy is issued subject to the Declaration Page(s), Coverage Agreements, Exclusions, Definitions, Conditions and Limits as well as the Endorsements or Amendments brought to this Policy which may from time to time be added to form part of this Policy.

Whenever used in the Declaration Page(s) or in the Forms and Endorsements forming part of this insurance contract, the expression "Policy" means this/these Declaration Page(s) and all Forms, Endorsements and amendments brought to this Policy forming part of this insurance contract for each Coverage.

Notwithstanding any contrary provision, the Coverage provided under any Form or Endorsement attached to this Policy does not extend to any other Form or Endorsement, unless such Form or Endorsement specifies that its Coverage extends and applies to this other Form or Endorsement.

In accepting this Policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this Policy, any previous policy stated in the Declaration Page(s) is replaced by this Policy, including all renewals attaching thereto.

Cancellation/Non-acceptance of this Policy

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

If you no longer require this Policy, please complete and return the portion below otherwise leave blank. We strongly recommend that you review this with your Broker to ensure that you fully understand the impact of this decision.

Cancellation Agreement

I/we agree as the undersigned Insured named in this policy CP80727B and renewal certificates (if any), hereby acknowledge the cancellation thereof _____ At 12:01 a.m. standard time and agree that all coverages and liability of

Day/Month/Year

Intact Public Entities Inc. and The Insurer(s) with respect to all accidents, losses or damage occurring on and after the date of cancellation is hereby terminated.

X

Signature (only required if cancelling the Policy)

Policy No. CP80727B
 Effective Date: MARCH 31, 2024
 Transaction Type: Renewal
 Retroactive Date: October 28, 2010

MISCELLANEOUS ERRORS AND OMISSIONS LIABILITY - FINANCIAL LOSS (CLAIMS MADE)

Coverage	Form-Edition	Deductible (\$)	Limit of Insurance (\$)	
Miscellaneous Errors and Omissions - Financial Loss (Claims Made)	CWGX3611-0622	5,000	10,000,000	Aggregate
		5,000	10,000,000	Each Claim

ADDITIONAL ENDORSEMENTS

Deductible Not Applicable to Defence Costs	CNGX3590-0622	Included
Defence Costs in Addition to Limit of Insurance	CNGX3620-0622	Included
Territory Amendment	CNGX3697-0622	Included
Cyber Data Limitation	CNGX3588-0622	Included
General Conditions ON and Atlantic	GNGX3569-0124	Included
Cancellation Clause -General Conditions ON and Atlantic	CNGX3671-0622	As Per Form
General Conditions (Other Provinces and Territories)	GNGX3755-0124	Included
Cancellation Clause (Other Provinces and Territories)	CNGX3703-0622	As Per Form
Lloyd's Additional Conditions	GNGX408-0124	

IMPORTANT INFORMATION

The Declarations and Summary of Coverage provides an overview of your coverage. This Summary of Coverage will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance.

Read Your Entire Policy Carefully. The information and descriptions contained herein are not intended to be complete descriptions of all terms, conditions and exclusions applicable to the products and services. In all cases, Intact Public Entities Inc. products and services are governed by the terms, conditions and exclusions of the actual policy wordings.

SUBSCRIPTION FORM

In consideration of the Insured having paid or agreed to pay to each of the Insurers named in the List of Subscribing Companies forming part hereof, or to Insurers whose names are substituted thereof or added thereto by endorsement, hereinafter called "The Insurer's", the premium set against its name in the List of Subscribing Companies.

The Insurers severally and not jointly, each for the proportion or for the sum insured and for the Coverages set against its name in the List of Subscribing Companies that if the insurance described in The Summary of Coverages of this Policy is provided by the terms of this Policy and endorsements attached thereto, while the Policy is in force, the Insurers will indemnify the Insured against the Loss so insured, the liability of the Insurers individually being limited to that proportion set against the name of the individual, or such other proportion as may be substituted by endorsement.

The liability of The Insurers individually under the Policy shall be limited to that proportions of the loss payable under this Policy which the proportion or sum insured the name of the individual Insurer in the List of Subscribing Companies, hereunder, or such other proportion or sum insured as maybe substituted therefore by endorsement, bears to the total of the sums respectively set against each item of this Policy and endorsements attached hereto.

Whenever in this policy or in any endorsement attached hereto reference is made to "the Insurer", "the Company" or "this Company" reference shall be deemed to be made to each of the Insurers severally.

IN WITNESS WHEREOF the Insurers through their representative(s) duly authorized by them for this purpose have executed and signed this policy.

SUBSCRIBING COMPANIES

Insurers	Portion of Indemnity (%)	(\$) Premium
Intact Insurance Company	42.25	487
Underwriters at Lloyd's under Contract Number B1820LNR24C042	37.75	435
Temple Insurance Company	20.00	231
Totals	100	1,153

Miscellaneous Errors and Omissions Liability Form - Financial Loss Coverage (Claims Made)

Various provisions in this Form restrict coverage. Read the entire Form carefully to determine rights, duties and what is and is not covered. The word Named Insured means any Named Insured shown in the Declaration page(s) and the word "Insured" means any person qualifying as such under SECTION III WHO IS AN INSURED.

Other words and phrases that appear in bold have special meaning as defined in SECTION II DEFINITIONS.

SECTION I – COVERAGE

In consideration of the payment of premium and in reliance upon representations made to the Insurer during the process of obtaining this insurance and subject to the Limits of Insurance shown in the **declaration page(s)** and all the exclusions, terms and conditions of this form, the Insurer agrees with the Insured as follows:

1. Insuring Agreement

- a. The Insurer will pay those sums in excess of the Deductible as described in SECTION V – DEDUCTIBLE that the Insured becomes legally obligated to pay as **damages** because of acts, errors or omissions in the course of **professional services**. The Insurer will have the right and duty to defend any **claim** or **action** seeking those **damages** and to pay for the **defence costs**. This right and duty is limited as described under item 3. – Defence and Settlement. However, each payment the Insurer makes for **damages** or **defence costs** reduces the available Limit of Insurance as described in SECTION IV.

No other obligation or liability on behalf of the Insurer to pay sums or perform acts or services is covered except as provided under item 3. Defence and Settlement.

- b. This insurance applies to acts, errors or omissions only if:

- (1) The act, error or omission takes place in the **coverage territory** and either:

(1) during the **policy period**; or

(2) before the inception date of this insurance, but after the Retroactive Date, if any, shown on the **declaration page(s)**, provided that on the inception date of this insurance the Insured did not know, and could not have reasonably foreseen, that such act, error or omission could give rise to a **claim** or **action**.

- (2) A **claim** or **action** is first made against any Insured in accordance with paragraph c. below, during the **policy period** and is reported to the Insurer no later than the applicable period set forth under Item 2. Extended Reporting Periods following the expiration of the **policy period**. Such reports shall be made in accordance with SECTION VII, Condition 5, Duties in the Event of Act, Error, Omission, **Claim** or **Action**. A **claim** or **action** first made against any Insured in accordance with paragraph c. below during any Extended Reporting Period the Insurer may provide shall be deemed to have been made on the last day of the **policy period**.

- (3) The act, error or omission:

(a) is committed by the Insured or by any person or organization for whose acts, errors or omissions the Insured is legally responsible; and

(b) arises out of **professional services**.

- c. (1) A **claim** will be deemed to have been made at the earlier of the following times:

(a) when notice of such **claim** is received by the Insurer; or

(b) when the Insurer receives notice that the Insured has become aware of any act, error or omission which may subsequently give rise to a **claim** being made against any Insured. This provision only applies when the Insured gives written notice to the Insurer of such circumstances, as described in SECTION VII, Condition 5, Duties in the Event of Act, Error, Omission, **Claim** or **Action**, no later than the end of the **policy period**.

- (2) All **claims** based on or arising out of:

(a) the same act, error or omission; or

(b) related acts, errors or omissions

by one or more Insureds shall be considered first made when the first of such **claims** is made against any Insured.

2. Extended Reporting Periods

- a. If:

(1) this form is cancelled or not renewed for any reason, other than for non-payment of premium; or

(2) the Insurer renews or replaces this form with other insurance that applies to an act, error or omission on other than a claims made basis:

The Insured shall have the right to a ninety (90) day Extended Reporting Period, starting with the end of the **policy period** of this form. This Automatic Extended Reporting Period applies only to **claims** or **actions** as a result of any act, error or omission of which the Insurer is notified after the Retroactive date, if any, shown in the **declaration page(s)**, but not later than 90 days after the end of the **policy period** of this form. Notification of the act, error or omission must be in accordance with paragraph 5 a. of SECTION VII – CONDITIONS Duties in The Event of Act, Error, Omission, **Claim** Or **Action**.

This Automatic Extended Reporting Period applies only if:

(a) no subsequent insurance the Named Insured purchases applies to the **claim**; and

(b) there has been no change in exposure.

- b. The Insured shall also have the right to purchase an Optional Extended Reporting Period, but only by an endorsement attached to this form, for an additional premium charge, and subject to the following conditions:

(1) The Insurer will determine the additional premium in accordance with their rules and rates. In doing so, the Insurer may take into account the following:

(a) the exposures Insured;

- (b) previous types and Limits of Insurance;
 - (c) limits of Insurance available under this form for future payment of **claims** or **actions**; and
 - (d) other related factors.
- (2) The Optional Extended Reporting Period starts when the Automatic Extended Reporting Period, set forth in paragraph a. above, ends.
- b. If the Insurer provides an Extended Reporting Period, the following is added to paragraph 1a. of SECTION I – COVERAGE:
 A **claim** or **action** first made during either the Automatic Extended Reporting Period or Optional Extended Reporting Period will be deemed to have been made on the last day of the **policy period** provided that the **claim** or **action** is for **damages** because of any act, error or omission that occurred before the end of the **policy period** of this form, (but not before any applicable Retroactive Date).
 Any Extended Reporting period will not reinstate or increase the Limits of Insurance or extend the **policy period**.

3. Defence and Settlement

- a. The Insurer has the right and duty to defend **claims** or **actions** against the Insured for **damages** to which this form applies. The Insurer may make:
- (1) such investigation of any **claim** or **action**; and
 - (2) with the written consent of the Insured, such settlement within the applicable Limit of Insurance available as the Insurer thinks appropriate.
- If the Insured refuses to consent to any settlement or compromise the Insurer recommends that is also acceptable to the claimant, the Insured shall thereafter negotiate and defend that **claim** or **action** at such Insured's own cost and without the Insurer's involvement. When this happens, the Insurer's liability under this form for such **claim** or **action** shall not exceed the amount the Insurer would have paid for **damages** and **defence costs** if the Insured had consented at that time.
- b. The Insurer's right and duty to defend such **claims** or **actions** ends when the Insurer has used up the Limit of Insurance applicable, as provided under SECTION IV – LIMITS OF INSURANCE. This applies both to **claims** and **actions** pending at that time and those filed thereafter.
- c. When the Insurer controls the defence of a **claim** or **action**, the Insurer will pay for the **defence costs**. If by mutual agreement or court order the Insured assumes control before the applicable Limit of Insurance available is used up, the Insurer will reimburse the Insured for reasonable **defence costs**. In either case, however, the amounts the Insurer pays for **defence costs** are subject to the Deductible as described in SECTION V – DEDUCTIBLE and will reduce the Limits of Insurance available, as provided under SECTION IV – LIMITS OF INSURANCE.
- d. As soon as practicable after the Insurer becomes aware that the Limit of Insurance is used up:
- (1) the Insurer will notify the Insured of any outstanding **claims** and **actions** subject to that limit; and
 - (2) the Insured will then arrange to assume control of the defence of all such **claims** and **actions** against any other Insured when the Insurer's right and duty to defend them ends.
- e. The Insurer will assist the Insured in the transfer or control of the defence of **claims** and **actions** under c. and d. above. Until such arrangements are completed, the Insurer will take on behalf of any Insured those steps that the Insurer thinks appropriate:
- (1) to avoid a default in any **claim** or **action**; or
 - (2) to the continued defence of a **claim** or **action**.
- The Insured agrees that if the Insurer takes such steps:
- (1) the Insurer does not waive or give up any rights under this insurance; and
 - (2) the Insured will reimburse the Insurer for any **defence costs** that arise out of such steps if the Limit of Insurance available has been used up.

SECTION II – DEFINITIONS

1. **Abuse** means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
2. **Action** means a civil proceeding in which **damages** because of an act, error or omission to which this insurance applies are alleged. **Action** includes:
 - a. an arbitration proceeding in which such **damages** are sought and to which the Insured must submit or submits with the Insurer's consent; or
 - b. any other alternative dispute resolution proceeding in which such **damages** are sought and to which the Insured submits with the Insurer's consent.
3. **Advertising injury** means **injury** arising out of one or more of the following offences:
 - a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. oral or written publication of material that violates a person's right of privacy;
 - c. misappropriation of advertising ideas or style of doing business; or
 - d. infringement of copyright.
4. **Automobile** means a self-propelled 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 machinery or equipment attached to such automobile.
5. **Claim** means any demand upon the Insured for **damages** or services alleging liability of the Insured as the result of any act, error or omission.
6. **Coverage territory** means Canada. Further, the act, error or omission must give rise to a **claim** or **action** instituted within Canada or the United States of America (including its territories and possessions).

7. **Damages** means compensatory monetary amounts the Insured is legally obligated to pay as judgments (including **pre-judgment interest**), awards and settlements to which the Insurer has agreed in writing. **Damages** does not include:
- civil, criminal, administrative or other fines or penalties;
 - punitive or exemplary damages or the multiple portion of any multiplied damage award;
 - the restitution of consideration or expense paid to any Insured for services or goods;
 - equitable relief; injunctive relief; declarative relief or any other relief or recovery other than monetary amounts;
 - judgments or awards from acts deemed uninsurable by law;
8. **Data** means representations of information or concepts in any form.
9. **Declaration page(s)** means the Declaration Page(s) applicable to this Form.
10. **Defence costs** means payments allocated to a specific **claim** or **action** for its investigation, settlement, or defence, including:
- counsel fees and all other litigation expenses;
 - the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. The Insurer does not have to furnish these bonds;
 - costs taxed against the Insured in the **action**;
 - pre-judgment interest** awarded against the Insured on that part of any judgment covered under this form. If the Insurer offers the applicable Limits of Insurance in settlement of a **claim** or **action**, the Insurer will not pay any **pre-judgment interest** imposed or earned after the date of such offer; and
 - interest on the full amount of any judgment that accrues after entry of the judgment and before the Insurer has paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of SECTION IV – LIMITS OF INSURANCE.
- Defence costs** do not include:
- salaries and expenses of the Insurer's **employees** or the Insured's **employees** other than that portion of the Insurer's employed counsel's fees, salaries and expenses allocated to a specific **claim** or **action**; or
 - fees and expenses of independent adjusters the Insurer hires.
11. **Employee** includes a **leased worker** and a **temporary worker**.
12. **Fissionable substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
13. **Fungi** includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria 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.
14. **Injury** means bodily injury, sickness, or disease sustained by a natural person. This includes death, shock, fright, mental anguish, mental injury, or disability which results from any of these at any time.
15. **Leased worker** means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the conduct of the Named Insured's business. **Leased worker** does not include a **temporary worker**.
16. **Loading or unloading** means the handling of property:
- after it is moved from the place where it is accepted for movement into or onto an aircraft;
 - while it is in or on an aircraft; or
 - while it is being moved from an aircraft to the place where it is finally delivered;
17. **Nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**.
18. **Nuclear facility** means:
- 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;
 - any equipment or device designed or used for:
 - separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
 - processing or packaging waste;
 - 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;
 - any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste **radioactive material**.
19. **Personal injury** means injury, other than **injury**, arising out of one or more of the following offences:
- false arrest, detention or imprisonment;
 - malicious prosecution;
 - 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;
 - 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;
 - oral or written publication in any manner, of material that violates a person's right of privacy;
 - discrimination, (except in such jurisdictions where by legislation, court decisions or administrative ruling, such insurance is prohibited or held to violate the law or public policy of any such jurisdiction sustained by any person or persons during the **policy period**).
20. **Policy period** means the policy period shown in the **declaration page(s)**.

21. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
22. **Pre-judgment interest** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.
23. **Professional services** means all services, including opinions and the giving of advice, coming within the usual scope of practice of the **professional services** stated in the **declaration page(s)**.
24. **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 act, error or omission that caused it.
25. **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.
26. **Spores** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.
27. **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.
28. **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.
29. **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 the Insured, and is not paid a fee, salary or other compensation by the Insured or anyone else for their work performed for the Insured.

SECTION III – WHO IS AN INSURED

1. If the Named Insured is designated in the **declaration page(s)** as:
 - a. An individual, the Named Insured and the Named Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
 - b. A partnership or joint venture, the Named Insured is an Insured. The Named Insured's members and partners and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.
 - c. An organization other than a partnership or joint venture, the Named Insured is an Insured. The Named Insured's executive officers and directors are Insureds, but only with respect to their duties as the Named Insured's directors or officers. The Named Insured's stockholders are also Insureds, but only with respect to the Named Insured's liability as stockholders. Members of any duly constituted committee of the Named Insured are also Insureds, but only with respect to their duties as members.
2. Any **employee** or **volunteer worker** of the Named Insured are Insured, but only for acts, errors or omissions within the scope of their employment by the Named Insured or while performing duties for or on behalf of the Named Insured.
3. Any heirs, executors, administrators, assignees or legal representatives of any individual insured above, in the event of his or her death, incapacity or bankruptcy, but only to the same extent as coverage would have applied directly for such individual Insured.

SECTION IV – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the **declaration page(s)** and the rules below fix the most the Insurer 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**.
2. The Each Claim Limit is the most the Insurer will pay in excess of the Deductible for the sum of all **damages** and **defence costs** arising out of any one **claim** or **action**. Multiple **claims** or **actions** arising out of or related to one act, error or omission or to a series of related acts, errors or omissions shall be treated as one **claim** or **action** that is subject to one Each Claim Limit.
3. Subject to 2. above, the Aggregate Limit is the most the Insurer will pay in excess of the Deductible for the sum of all **damages** and **defence costs** under this form.
4. The Aggregate Limit applies 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 **declaration page(s)**, 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 Limit of Insurance.

SECTION V – DEDUCTIBLE

1. The coverage provided by this form is subject to the Deductible amount shown on the **declaration page(s)** the Limits of Insurance applicable to Each Claim Limit will be reduced by the amount of such deductible.
2. The Deductible amount shown on the **declaration page(s)** applies to the sum of:
 - a. all **damages** sustained as a result of:
 - (1) one act, error or omission; and
 - (2) all related acts, errors or omissions; and
 - b. all **defence costs** related to such **damages**.
3. The terms of this insurance, including those with respect to:
 - c. the Insurer's right and duty to defend any **actions** seeking those **damages**; and
 - d. any Insured's duties in the event of an act, error or omission, **claim** or **action**;
 apply irrespective of the application of the Deductible amount.

4. Subject to the provisions of SECTION I, Item 3. – Defence and Settlement – the Insurer 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, the first Named Insured shall promptly reimburse the Insurer for such part of the Deductible amount as has been paid by the Insurer.

SECTION VI – EXCLUSIONS

This insurance does not apply to any **claim** or **action**:

- a. arising out of **injury, property damage, personal injury, or advertising injury**.
- b. arising out of acts, errors or omission expected or intended from the standpoint of the Insured.
- c. directly or indirectly arising out of, resulting from, or on account of, or relating to any actual or threatened **abuse**.
- d. arising out of the alleged or actual breach of an agreement, contract, guarantee or warranty, including any contract or agreement in which the Insured has agreed to assume the liability of another. This exclusion does not apply to liability for **damages** that the Insured would have in the absence of the contract or agreement.
- e. arising out of liability imposed on the Insured or the Insured's Insurer under any workers compensation, unemployment compensation or disability benefits law or any similar law.
- f. by or on behalf of or relating to:
 - (1) A person arising out of any:
 - (a) refusal to employ that person;
 - (b) termination of that person's employment; or
 - (c) employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - (2) The spouse, child, parent, brother or sister of that person as a consequence of **injury** to that person at whom any of the employment-related practices described in paragraphs (a),(b) or (c) above is directed.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay **damages** because of such **injury**.
- g. (1) which arises out of or would not have occurred in whole or in part but for the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** at any time.
- (2) for any loss, cost or expense arising out of any:
 - (a) request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to or assess the effects of **pollutants**;
 - (b) **claim** or **action** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, re moving, containing, treating, detoxifying, decontaminating, stabilizing, remediating or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or
 - (c) act, error or omission in complying with, enforcing or enacting any rule, ordinance, law or regulation having to do with the prevention, mitigation, monitoring, clean up, removal, containment, treatment, detoxification, neutralization, or assessment of the effects of **pollutants**.
- h. arising out of any Insured's:
 - (1) obligations as a fiduciary or in any fiduciary capacity or in giving investment advice; or
 - (2) administration of any employee benefit plan or self-insurance fund.
- i. based upon, arising out of, in consequence of, or in any way relating to any prior or pending litigation.
- j. arising as a result of the insolvency of the Insured.
- k. arising out of, or contributed to, or attributable to any act, error or omission of any person qualifying as an Insured under SECTION III WHO IS AN INSURED that is dishonest, fraudulent, criminal, malicious or involves the gaining profit, advantage or remuneration to which they are not entitled. This knowledge also applies to any willful misconduct of the Named Insured committed with knowledge that the misconduct is a tort or is unlawful or with reckless disregard as to whether the misconduct is a tort or is unlawful.
- l. arising out of or contributed to by any Insured failing to effect or maintain, effecting or maintaining, or counselling with respect to any insurance, any bond or any self-insurance fund.
- m. arising out of copyright, patent or trademark infringement or plagiarism.
- n. arising out of any alleged or actual unlawful restraint of trade, antitrust or unfair business or trade practices under any federal, provincial or municipal law, statute, rule or regulation.
- o. arising out of the inability or the failure to pay or collect taxes or other funds.
- p. made by any Insured under this form against any other such Insured.
- q. made by or against any business enterprise which is not shown in the **declaration page(s)** as a Named Insured and which:
 - (1) is wholly or partially owned by any Insured;
 - (2) is a parent, subsidiary, affiliated or sister company of any Insured;
 - (3) wholly or partially owns any Insured; or
 - (4) controls, operates or manages any Insured.
- r. for:
 - (1) erasure, destruction, corruption, misappropriation, misinterpretation of **data**; or
 - (2) erroneously creating, amending, entering, deleting or using **data**; andany loss of use arising therefrom.
- s. arising out of the distribution or display of **data**, by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of **data**.
- t. 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 **claim or action**

- u. (1) for 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**;
- (2) for any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, **fungi or spores**; or
- (3) for any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the **claim or action**, damage or activity referred to in (1). or (2). above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the **claim or action** damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the **claim or action**, damage, expenses or costs.

- v. for liability, whether actual or alleged, in respect of any loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or 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 **claim or action**, loss, damage, cost or expense.
- w. (1) arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use, operation or entrustment to others of any **automobile** owned or operated by, or on behalf of, or rented or loaned to any Insured;
- (2) This exclusion also applies to any:
 - (a) motorized snow vehicle or its trailers, and
 - (b) 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.
- (3) This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **claim or action**.
- x. arising out of the ownership, maintenance, use, operation or entrustment to others by the Insured or on the Insured's behalf of any self-propelled watercraft
- y. arising out of:
 - (1) the ownership, maintenance, use, operation or entrustment to others, by or on behalf of the Insured of any aircraft or any air cushion vehicle;
 - (2) the ownership, use, operation or entrustment to others by or on behalf of the Insured of any premises for the purpose of an airport or an aircraft landing area;
 - (3) all operations that are necessary or incidental to sub-paragraph (1) or (2) above;
 - (4) use includes **loading or unloading**.
- z. Nuclear Energy Liability
 - (1) liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
 - (2) **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;
 - (3) **injury** resulting directly or indirectly from the **nuclear energy hazard** arising from:
 - (a) the ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an Insured;
 - (b) 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**;
 - (c) 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 contributes concurrently or in any sequence to the **injury**,
- aa. **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 **injury**.

SECTION VII – CONDITIONS

It is agreed that if there is any conflict between these conditions and terms and any other provision in this Policy, such conflict shall be resolved in favour of the Named Insured. It is also agreed that 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 the Insurer of their obligations under this insurance.

2. Canadian Currency Clause

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

3. Cancellation

- a. The first Named Insured shown in the **declaration page(s)** may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

- b. The Insurer may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) fifteen (15) days before the effective date of cancellation if the Insurer cancels for non payment of premium; or
 - (2) thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.

Except in Quebec, if notice is mailed, cancellation 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 cancellation. Proof of mailing will be sufficient proof of notice.

In Quebec, cancellation 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 cancellation.
- c. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.
- d. The **policy period** will end on the date cancellation takes effect.
- e. If this insurance is cancelled, the Insurer will send the first Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

4. Changes

This insurance contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the **declaration page(s)** is authorized to make changes in the terms of this form with the Insurer's consent. The terms under this insurance can be amended or waived only by endorsement issued by the Insurer and made part of this insurance.

5. Duties In The Event Of Act, Error, Omission, Claim Or Action

- a. The Named Insured must see to it that the Insurer is notified as soon as practicable of any act, error or omission which may result in a **claim** or **action**. The date this is reported to the Insurer may be deemed to be the date any actual resulting **claim** is first made as described in the Insuring Agreements. To qualify under that provision, notice must include:
 - (1) how, when and where the act, error or omission took place;
 - (2) the names and addresses of any injured persons or organizations and any witnesses; and
 - (3) the nature of any **damages** that may result.

Notice of an act, error or omission is not notice of a **claim**.

- b. If a **claim** is received by any Insured, the Named Insured must:
 - (1) immediately record the specifics of the **claim** and the date received; and
 - (2) notify the Insurer as soon as practicable.

The Named Insured must see to it that the Insurer receives written notice of the **claim** as soon as practicable.
- c. The Named Insured and any other involved Insured must:
 - (1) immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim** or an **action**;
 - (2) authorize the Insurer to obtain records and other information;
 - (3) co-operate with the Insurer in the investigation, settlement or defence of the **claim** or **action**; and
 - (4) assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of **damages** to which this insurance may also apply.
- d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without the written consent of the Insurer.

6. Examination of the Named Insured's Books and Records

The Insurer may examine and audit the Named Insured's books and records as they relate to this insurance at any time during the **policy period** and up to three years afterward.

7. Legal Action Against the Insurer

No person or organization has a right under this insurance:

- a. to join the Insurer as a party or otherwise bring the Insurer into an **action** asking for **damages** from an Insured; or
- b. to sue the Insurer under this insurance unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but the Insurer will not be liable for **damages** that are not payable under the terms of this insurance or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative. Every **action** or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or agreed settlement and not afterwards. If this insurance is governed by the law of Quebec every **action** or proceeding against the Insurer shall be commenced within three years from the time the right of **action** arises.

8. Other Insurance

If other valid and collectible insurance is available to the Insured for **damages** covered under this insurance, the Insurer's obligations under this insurance are limited as follows:

- a. as this insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of the Limits of Insurance applicable to this insurance, the Insurer will pay only their share of the amount of **damages**, 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 this or any other insurance.
- b. the Insurer will have no duty under this insurance to defend any **claim** or **action** that any other Insurer has a duty to defend. If no other Insurer defends, the Insurer may undertake to do so, but the Insurer will be entitled to the Insured's rights against all other Insurers.

9. Premium Audit

- a. The Insurer will compute all premiums for this insurance in accordance with the Insurer's rules and rates.
- b. Premium shown on the **declaration page(s)** applicable to this insurance as advance premium is a deposit premium only. At the

close of each audit period, the Insurer 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, the Insurer will return the excess to the first Named Insured, but not if such audit premium is less than the Minimum Premium shown in the **declaration page(s)**.

- c. The first Named Insured must keep records of the information the Insurer needs for premium computation and send the Insurer copies at such times as the Insurer may request.

10. Premiums

The first Named Insured shown in the **declaration page(s)**:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums the Insurer pays.

11. Representations

By accepting this insurance, the Named Insured agrees that:

- a. the information shown on the **declaration page(s)** is accurate and complete;
- b. the information is based upon representations the Named Insured made to the Insurer in the Named Insured's application(s) for this insurance and such application will be deemed to be a part of this insurance as if it had been physically attached;
- c. the Insurer has issued this insurance in reliance upon the Named Insured's representations; and
- d. except as otherwise provided in this insurance or by law, this coverage is void in any case of fraud or if any Insured intentionally conceals or misrepresents any material facts concerning this coverage, in the Named Insured's application(s) for this insurance or otherwise.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned 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.

13. Sole Agent

The first Named Insured shown in the **declaration page(s)** is authorized to act on behalf of all Insureds with respect to giving or receiving notice of cancellation or non-renewal, receiving refunds, requesting **claim** and act, error and omission information, requesting any Extended Reporting Period and agreeing to any changes in this insurance.

14. Transfer Of Rights Of Recovery Against Others To The Insurer

If the Insured has rights to recover all or part of any payments the Insurer has made under this insurance, those rights are transferred to the Insurer. The Insured must do nothing before or after an act, error or omission to impair them. At the Insurer's request, the Insured will bring an **action** or transfer those rights to the Insurer and help the Insurer enforce them.

15. Transfer of the Named Insured's Rights And Duties Under This Form

The Named Insured's rights and duties under this insurance may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured.

**MISCELLANEOUS ERRORS AND OMISSIONS LIABILITY
FINANCIAL LOSS COVERAGE (CLAIMS MADE)**

DEFENSE COSTS – REMOVAL OF DEDUCTIBLE ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Miscellaneous Errors and Omissions Liability – Financial Loss Coverage (Claims Made) Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding what is provided under **SECTION V – DEDUCTIBLE** and under subparagraph c. of paragraph 3. **Defence and Settlement** of **SECTION I - COVERAGE** of the Miscellaneous Errors and Omissions Liability – Financial Loss Coverage (Claims Made) Form, it is agreed that subparagraph 2. b. of **SECTION V- DEDUCTIBLE** is hereby deleted and that no deductible shall apply to **defence costs** .

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

**MISCELLANEOUS ERRORS AND OMISSIONS LIABILITY
FINANCIAL LOSS COVERAGE (CLAIMS MADE)**

**DEFENCE COSTS IN ADDITION TO LIMITS OF LIABILITY
ENDORSEMENT**

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Miscellaneous Errors and Omissions Liability – Financial Loss Coverage (Claims Made) Form and is subject to all terms, conditions, limitations and exclusions of such Form.

It is agreed that:

1. **Section 1. Insuring Agreement**, is deleted and replaced by the following :

The Insurer will pay those sums in excess of the Deductible as described in **SECTION V – DEDUCTIBLE** that the Insured becomes legally obligated to pay as **damages** because of acts, errors or omissions in the course of **professional services**. The Insurer will have the right and duty to defend any **claim** or **action** seeking those **damages** and to pay for the **defence costs**. This right and duty is limited as described under item 3. – Defence and Settlement., Each payment the Insurer makes for **damages** (excluding **defence costs**) reduces the available Limit of Insurance as described in **SECTION IV**.

2. subparagraph c. of paragraph **3. Defence and Settlement** of **SECTION I - COVERAGE** of the Miscellaneous Errors and Omissions Liability – Financial Loss (Claims Made) Form is deleted and replaced by the following:
 - c. When the Insurer controls the defence of a **claim** or **action**, the Insurer will pay for the **defence costs**. If by mutual agreement or court order the Insured assumes control before the applicable Limit of Insurance available is used up, the Insurer will reimburse the Insured for reasonable **defence costs**. In either case, however, the amounts the Insurer pays for **defence costs** will be in addition to the Limits of Insurance available, as provided under **SECTION IV – LIMITS OF INSURANCE**.

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

MISCELLANEOUS ERRORS AND OMISSIONS LIABILITY FINANCIAL LOSS COVERAGE (CLAIMS MADE)

COVERAGE TERRITORY ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Miscellaneous Errors and Omissions Liability – Financial Loss (Claims Made) Form and is subject to all terms, conditions, limitations and exclusions of such Form.

It is agreed that the definition of **Coverage territory** provided under **SECTION II – DEFINITIONS** of the Miscellaneous Errors and Omissions Liability – Financial Loss (Claims Made) Form is deleted and replaced by the following:

- 6. Coverage territory** means any part of the world, provided the Insured's responsibility to pay **damages** is determined in a **claim** or **action** on the merits in Canada or the United States of America (including their territories and possessions) or in an out-of-court settlement to which the Insurer has agreed.

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

**MISCELLANEOUS ERRORS AND OMISSIONS LIABILITY
FINANCIAL LOSS COVERAGE (CLAIMS MADE)
CYBER AND DATA LIMITATION**

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have a special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Miscellaneous Errors and Omissions Liability – Financial Loss Coverage (Claims Made) Form and is subject to all terms, conditions, limitations and exclusions of such form:

1. CYBER EXCLUSION

It is hereby agreed that the following exclusion is added to **SECTION VI – EXCLUSIONS** of the Miscellaneous Errors and Omissions Liability – Financial Loss Coverage (Claims Made) Form:

This insurance does not apply to any **claim or action** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- (1) **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**;
- (2) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount pertaining to the value of such **data**; or
- (3) complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, (S.C. 2000, c.5), the *Canadian Anti-Spam Act*, S.C. 2010 c. 23, the *Privacy Act*, (R.S.C., 1985, c. P-2), or any similar federal, provincial or territorial statute or regulation; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. DEFINITIONS

For the purposes of this endorsement:

- (a) **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.
 - (b) **Cyber act** means an unauthorized, malicious or criminal act or series of related unauthorized, 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**.
 - (c) **Cyber incident** means:
 - (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
 - (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**.
3. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
 4. This endorsement supersedes any other wording in the policy or any endorsement thereto having a bearing on a **cyber act, cyber incident or data**, and, if in conflict with such wording, replaces it.

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

GENERAL CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to either this Form or to the DEFINITIONS of Liability Coverage forms or the Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

The following Conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy under a Property Coverage form (including fire) or a Liability Coverage. 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.

The following General Conditions are only applicable to the provinces of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS

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 voids 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, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium. 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.

5. TERMINATION

5.1. This contract may be terminated,

5.1.1. by the Insurer giving to the Insured written notice of termination at least:

5.1.1.1. five (5) days before the effective date of termination if personally delivered;

5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or

5.1.1.3. thirty (30) days before the effective date of termination if the contract is terminated by registered mail for any other reason.

5.1.2. by the Insured at any time on request.

5.2. When this contract is terminated by the Insurer,

5.2.1. 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; and

5.2.2. 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.

5.3. 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.

5.4. The refund may be made by money, postal or express company money order or cheque payable at par.

5.5. The fifteen (15) and thirty (30) days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

Special condition applicable to Condominium Corporations:

In those jurisdictions where provincial legislation under which the Condominium Corporation is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or General Conditions of this Policy as the case may be, such prescribed conditions shall apply.

6. 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,

6.1.1. immediately give notice of the loss or damage in writing to the Insurer;

6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,

6.1.2.1. 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,

6.1.2.2. 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,

6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,

6.1.2.4. showing the amount of other insurances and the names of other Insurers,

- 6.1.2.5. 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,
- 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
- 6.1.2.7. showing the place where the insured property was located at the time of loss or damage;
- 6.1.3. if required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;
- 6.1.4. if required 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.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
- 7. FRAUD**
Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates 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**
9.1. 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.
9.2. 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 9.1. 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 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, 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 for one is made in writing and until proof of loss has been delivered.
- 12. WHEN LOSS PAYABLE**
The loss is payable within sixty (60) days after completion of the proof of loss, unless the contract provides for a shorter period.
- 13. REPLACEMENT**
13.1. 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 thirty (30) days after receipt of the proof of loss.
13.2. In that event, the Insurer shall commence to repair, rebuild, or replace the property within forty-five (45) days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.
- 14. ACTION**
Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one (1) year after the loss or damage occurs.
- 15. 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 Canada. 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.

ADDITIONAL CONDITIONS (Property Coverage)

- 1. NOTICE TO AUTHORITIES**
Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
- 2. SUE AND LABOUR**
It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
- 3. BASIS OF SETTLEMENT**
Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
- 4. SUBROGATION**
The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.
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.
Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.
- Special condition applicable to Condominium Corporations**
Except with respect to criminal act or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:
- the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and

- the owner of a unit and, if residents of 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 a unit or his or her spouse. **Spouse** means a person who is married to or has entered into a civil union with another person of the opposite or the same sex and is living with that person for at least three years or for at least one year if a child was born or adopted of their union.

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

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy.

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

5. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

6. CANADIAN CURRENCY CLAUSE

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

7. CONTRIBUTION

If, on the happening of any loss or damage to property in consequences of which a claim is or may be made under this Policy, there is in force more than one contract covering the same interest, the liability of the Insurer under this Policy shall be limited to its proportionate share of such claim.

8. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the policy period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

9. BREACH OF CONDITION

9.1. If the Insured 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 Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

9.2. Special condition applicable to Condominium Corporations:

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Policy, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition.

It is further agreed that this insurance shall not be prejudiced by:

9.2.1. any act or neglect of any occupants or owners of the **building** or any part thereof when such act or neglect is not within the control of the **Condominium Corporation**, or

9.2.2. failure of the **Condominium Corporation** to comply with any warranty or condition herein with regard to any portion of the **premises** over which the **Condominium Corporation** has no control.

10. REINSTATEMENT

Unless specified otherwise in this Policy, losses hereunder shall not reduce the amount of insurance of this Policy.

11. LOSS PAYABLE

Special clause applicable to Condominium Corporations

Loss, if any, shall be payable in accordance with the provisions of the provincial 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).

12. PROPERTY OF OTHERS –CONDOMINIUMS

Special condition applicable to Condominium Corporations

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

GENERAL INSURING AGREEMENT APPLICABLE TO THIS POLICY

1. In consideration of the premium specified and the statements contained in the Declaration Page(s) and the conditions, stipulations and declarations contained in the Forms and Endorsements, the Insurer agrees to insure the Insured named in the Declaration Page(s) to the extent provided by the Forms and Endorsements for the policy period.

By acceptance of this Policy, the Insured acknowledges the cancellation from the effective date of this Policy, of any previous policy (or the renewal thereof) which is stated in the Declaration Page(s) as replaced.

2. TERMINATION

Notwithstanding anything contained to the contrary in the Conditions specifically applying to each section of this Policy, the Termination condition of the Commercial Property Policy Conditions of this Policy may at the Insurer's option be applied to the contract entirely.

3. DEFINITION

Wherever the word "policy", "contract" (meaning the insurance contract) or "insurance" (meaning the insurance contract) is used in the Conditions applicable to this Policy or in the Forms and Endorsements forming part thereof, such word shall be held to apply only to the specific cover provided by that Section and by the Forms and Endorsements forming part thereof.

STANDARD MORTGAGE CLAUSE (Approved by The Insurance Bureau of Canada)

It is hereby provided and agreed that:

- 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 THE MORTGAGEE'S 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.
- 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.
- 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.
- 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.
- 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.
- 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.

CLAUSE TYPE RELATIVE AUX GARANTIES HYPOTHÉCAIRES (Approuvée par le Bureau d'Assurance du Canada)

- VIOLATIONS DU CONTRAT** – Ne sont pas opposables aux créanciers hypothécaires les actes, négligences ou déclarations des propriétaires, locataires ou occupants des biens assurés, notamment en ce qui concerne les transferts d'intérêts, la vacance ou l'inoccupation, ou l'affectation des lieux à des fins plus dangereuses que celles déclarées.
Les créanciers hypothécaires sont tenus d'aviser l'Assureur (si ce dernier leur est connu) dès qu'ils sont au courant de toute inoccupation ou vacance de plus de trente jours consécutifs, de tout changement dans les droits de propriété ou de toute aggravation du risque, à charge pour eux d'acquiescer, sur demande raisonnable, les surprime afférentes aux aggravations dépassant les normes d'acceptation fixées pour le présent contrat et cela au tarif établi à cet égard et pour la durée du contrat restant à courir à compter du début des aggravations en question.
- SUBROGATION** – À concurrence des indemnités versées par lui aux créanciers hypothécaires, l'Assureur est subrogé dans les droits de ces derniers contre les débiteurs ou propriétaires auxquels il se croit justifié d'opposer un motif de non-garantie, les créanciers hypothécaires n'en demeurant pas moins en droit de recouvrer le solde de leurs créances avant que la subrogation ci-dessus puisse être exercée. L'Assureur se réserve cependant le droit d'acquiescer les créances intégralement, auquel cas il a droit au transfert de celles-ci et de toutes les sûretés les garantissant.
- PLURALITÉ D'ASSURANCES** – Si d'autres assurances sont, à quelque titre que ce soit, acquises aux créanciers hypothécaires, les indemnités qu'ils peuvent en recevoir doivent être prises en ligne de compte pour la détermination des sommes qui leur sont payables.
- PRÉSENTATION DES DEMANDES D'INDEMNITÉ** – En cas d'absence ou incapacité de l'Assuré, ou s'il refuse ou néglige de présenter les déclarations de sinistre ou formulaires de demandes d'indemnité exigées par le contrat, ces déclarations peuvent en être faites par les créanciers hypothécaires dès qu'ils sont au courant des sinistres, les formulaires de demande devant dès lors être produits par eux dans les meilleurs délais.
- CESSATION** – Les effets de la présente clause prennent fin en même temps que le contrat, sous réserve des droits de résiliation dont l'Assureur peut se prévaloir aux termes de ce dernier, et à charge pour l'Assureur de se conformer aux dispositions de l'article 5 des Conditions légales, et de donner aux créanciers hypothécaires le préavis exigé de toute résiliation ou modification pouvant leur causer préjudice.
- SAISIE** – Si les créanciers hypothécaires ou leurs ayants droit acquiescent, par saisie ou autrement, les titres ou les droits de propriété des biens assurés, ils ont droit dès lors au bénéfice de la présente assurance tant qu'elle demeure en vigueur.
Aux conditions ci-dessus (lesquelles doivent par ailleurs prévaloir en ce qui concerne les intérêts des créanciers hypothécaires contre toutes celles du contrat en conflit avec elles), les sinistres sont payables directement aux créanciers hypothécaires ou à leurs ayants droit.

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: _____

Résiliation

Ceci est pour attester que l'assuré, et la personne ayant droit à toute partie du montant de garantie où applicable, nommé, dans le contrat accuse réception que le présent contrat est résilié à partir de _____ 20__ à 0h 01 heure normale à l'adresse du proposant.

Signature de l'Assuré: _____

SECTION II –LIABILITY CONDITIONS

If similar liability conditions are contained in the liability forms forming part of this Policy, those conditions prevail over the following provisions.

1. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligation under this Policy.

2. CANADIAN CURRENCY CLAUSE

All limits of insurance, premiums and other amounts are in Canadian currency.

3. CHANGES

This Policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown in the Declaration Page(s) is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement issued by the Insurer and made a part of this Policy.

4. DUTIES IN THE EVENT OF OCCURRENCE, OFFENCE, CLAIM OR ACTION

4.1. The Named Insured must see to it that the Insurer is notified as soon as practicable of an **occurrence** or an offence which may result in a claim. To the extent possible, notice should include:

- 4.1.1. How, when and where the **occurrence** or offence took place;
- 4.1.2. The names and addresses of any injured persons and witnesses; and
- 4.1.3. The nature and location of any injury or damage arising out of the **occurrence** or offence.

4.2. If a claim is made or **action** is brought against any Insured, the Named Insured must:

- 4.2.1. Immediately record the specifics of the claim or **action** and the date received; and
- 4.2.2. Notify the Insurer as soon as practicable.

The Named Insured must see to it that the Insurer receives written notice of the claim or **action** as soon as practicable.

4.3. The Named Insured and any other involved Insured must:

- 4.3.1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or **action**;
- 4.3.2. Authorize the Insurer to obtain records and other information;
- 4.3.3. Cooperate with the Insurer in the investigation or settlement of the claim or defence against the **action**; and
- 4.3.4. Assist the Insurer, upon the Insurer's 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.

4.4. 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 the Insurer's consent.

5. EXAMINATION OF THE NAMED INSURED' BOOKS AND RECORDS

The Insurer may examine and audit the Named Insured's books and records as they relate to this Policy at any time during the **policy period** and up to three (3) years afterward.

6. INSPECTIONS AND SURVEYS

6.1. The Insurer has the right to:

- 6.1.1. Make inspections and surveys at any time;
- 6.1.2. Give the Named Insured reports on the conditions the Insurer finds; and
- 6.1.3. Recommend changes.

6.2. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:

- 6.2.1. Are safe or healthful; or
- 6.2.2. Comply with laws, regulations, codes or standards.

6.3. Sub-paragraphs 6.1. and 6.2. of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

6.4. Sub-paragraph 6.2. of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, by-laws or regulations, of boilers, pressure vessels or elevators.

7. LEGAL ACTION AGAINST THE INSURER

No person or organization has a right under this Policy:

- 7.1. To join the Insurer as a party or otherwise bring the Insurer into an **action** asking for **compensatory damages** from an Insured; or
- 7.2. To sue the Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer will not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, 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.

8. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

9. OTHER INSURANCE

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers by this Policy, the Insurer's obligations are limited as follows:

9.1. Primary Insurance

This insurance is primary except when sub-paragraph 8.2. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then, the Insurer will share with all that other insurance by the method described in sub-paragraph 8.3. below.

9.2. Excess Insurance

This insurance is excess over:

- 9.2.1. any of the other insurance, whether primary, excess, contingent or on any other basis:
 - 9.2.1.1. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - 9.2.1.2. that is Fire insurance for premises rented to the Named Insured or temporarily occupied by the Named Insured with permission of the owner;

9.2.1.3. If the loss arises out of the maintenance or use of watercraft or **automobile** not otherwise excluded under this Policy.

9.2.2. any other primary insurance available to the Named Insured covering liability for **compensatory damages** arising out of the premises or operations or **products-completed operations hazard** for which the Named Insured has been added as an additional insured by attachment of an Endorsement.

9.2.3. Excess Insurance (Claims Made Form)

If this Policy provides claims-made coverage, this insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis) that is effective prior to the beginning of the **policy period** shown in the Declaration Page(s) of this insurance and applies to **bodily injury, property damage, personal injury or advertising injury** on other than a claims-made basis.

When this insurance is excess, the Insurer will have no duty 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, the Insurer will undertake to do so, but the Insurer will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only the Insured's share of the amount of the loss, if any, that exceeds the sum of:

9.2.4. the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

9.2.5. the total of all deductible and self-insured amounts under all that other insurance.

The Insurer 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 Limits of Insurance shown in the Declaration Page(s) of this Policy.

9.3. Method of Sharing

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

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

10. PREMIUM AUDIT

10.1. The Insurer will compute all premiums for this Policy in accordance with the Insurer's rules and rates.

10.2. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period the Insurer 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, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declaration Page(s) of this Policy.

10.3. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

11. PREMIUMS

The first Named Insured shown in the Declaration Page(s):

11.1. Is responsible for the payment of all premiums; and

11.2. Will be the payee for any return premiums the Insurer pays.

12. REPRESENTATIONS

By accepting this Policy, the Named Insured agrees:

12.1. The statements in the Declaration Page(s) are accurate and complete;

12.2. Those statements are based upon representations the Named Insured made to the Insurer; and

12.3. The Insurer has issued this Policy in reliance upon the Named Insured's representations.

13. SEPARATION OF INSUREDS, CROSS LIABILITY

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

13.1. As if each Named Insured were the only Named Insured; and

13.2. Separately to each Insured against whom claim is made or **action** is brought.

14. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE INSURER

If the Insured has rights to recover all or part of any payment the Insurer has made under this Policy, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer's request, the Insured will bring **action** or transfer those rights to the Insurer and help the Insurer enforce them.

15. TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The Named Insured's rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured. If the Named Insured dies, the Named Insured's rights and duties will be transferred to the Named Insured's legal representative but only while acting within the scope of duties as the Named Insured's legal representative. Until the Named Insured's legal representative is appointed, anyone having proper temporary custody of the Named Insured's property will have the Named Insured's rights and duties but only with respect to that property.

16. PROVISIONAL PREMIUM

If the premium shown in this Policy is a provisional premium, the Insurer will, at the end of each audit period, compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the Named Insured subject to the retention of the minimum premium shown in the Declarations of this Policy.

17. TERMINATION

17.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.

17.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:

16.2.1. Five (5) days before the effective date of termination if personally delivered;

16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or

16.2.3. Thirty (30) days before the effective date of termination if the Insurer terminates for any other reason.

17.3. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.

17.4. The policy period will end on the date termination takes effect.

17.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph 15. **PROVISIONAL PREMIUM**.

ADDITIONAL CONDITIONS APPLICABLE ONLY TO THE COMMERCIAL UMBRELLA LIABILITY POLICY AND COMMERCIAL EXCESS LIABILITY POLICY

1. ASSIGNMENT

Assignment of interest under this Form will not bind the Insurer until its consent is evidenced by an endorsement to this Form. If, however, the Named Insured will die or be adjudged bankrupt or insolvent, this insurance, unless cancelled, will cover the Insured's legal representative as the Named Insured for the unexpired portion of such period, but only while acting within the scope of his or her duties as such.

2. SUBROGATION

- 2.1 . In as much as insurance under this Form is excess coverage, an Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. In case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery.
- 2.2. The apportioning of any amounts which may be so recovered will follow the principle that any interests (including the Insured) that will have paid any amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the Insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any, but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.
- 2.3. Expenses necessary to the recovery of any such amounts will be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if an to the extent that doing so would breach any

Prohibition

For the purposes of this Clause

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

- 1.1 trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
- 1.2 any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity

All other terms and conditions of the Policy remain unchanged.

AMENDED TERMINATION CONDITION (Ontario and Atlantic)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **GENERAL CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that:

1. **Condition 5. TERMINATION of SECTION I – PROPERTY COVERAGE STATUTORY CONDITIONS** is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated,
 - 5.1.1. by the Insurer giving to the Insured written notice of termination at least:
 - 5.1.1.1. five (5) days before the effective date of termination if personally delivered;
 - 5.1.1.2. fifteen (15) days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or
 - 5.1.1.3. 90 days before the effective date of termination if the contract is terminated by registered mail for any other reason.
 - 5.1.2. by the Insured at any time on request.
- 5.2. When this contract is terminated by the Insurer,
 - 5.2.1. 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; and
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) and 90 days mentioned in clauses 5.1.1.2. and 5.1.1.3. 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.

2. **Condition 16. – TERMINATION of SECTION II – LIABILITY CONDITIONS** is amended to read as follows:

16. TERMINATION

- 16.1. The first Named Insured shown in the Declaration Page(s) may terminate this Policy by mailing or delivering to the Insurer advance written notice of termination.
- 16.2. The Insurer may terminate this Policy by mailing or delivering to the first Named Insured written notice of termination at least:
 - 16.2.1. Five (5) days before the effective date of termination if personally delivered;
 - 16.2.2. Fifteen (15) days before the effective date of termination if the Insurer terminates for non-payment of premium; or
 - 16.2.3. 90 days before the effective date of termination if the Insurer terminates for any other reason.
- 16.3. The Insurer will mail or deliver notice to the first Named Insured's last mailing address known to the Insurer.
- 16.4. The policy period will end on the date termination takes effect.
- 16.5. If this Policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, 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 the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per Paragraph **15. PROVISIONAL PREMIUM**.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS

This Form is attached to and modifies the following liability coverage forms and endorsements specified in the Declaration Page(s) as forming part of this Policy:

- All Liability Coverage Forms (other than Non-Owned Automobile Liability or Not for Profit Directors and Officers Liability)
- Conflict of Interest Reimbursement

Including any extensions, clauses or additions of coverage to the above base forms.

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Throughout this Form the word "Insured" refers to the Named Insured shown in the Declaration Page(s). The word "Insurer" refers to the company providing this insurance.

The following Statutory Conditions and supplementary Additional Conditions apply to all coverages insured by this Policy (including fire), except where indicated.

Other words and phrases that appear in bold font have special meaning, as defined either in the Definitions Section of this Form or in the Liability or Property Coverage forms attached to this Policy. If the conditions contained under this Form are also found in other forms forming part of this Policy, only the conditions contained herein shall prevail.

For British Columbia, Alberta and Manitoba, Statutory Conditions 1., 6., 7., 8., 9., 10., 11., 12. and 13. apply only to property insurance.

For Northwest Territories, Nunavut, Saskatchewan and Yukon, Statutory Conditions 2., 6., 7., 8., 9., 10., 11., 12., 13. and 14. apply only to property insurance.

SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)

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

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless:

- 2.1. otherwise specifically stated in the contract; or
- 2.2. the interest of the Insured in that 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 a change of title by succession, by operation of law or by death.

4. 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:
 - 4.1.1. material to the risk; and
 - 4.1.2. within the control and knowledge of the Insured.
- 4.2. If an Insurer or its agent is not promptly notified of a change under sub-paragraph 4.1. of this condition, the contract is void as to the part affected by the change.
- 4.3. If an Insurer or its agent is notified of a change under sub-paragraph 4.1. of this condition, the Insurer may:
 - 4.3.1. terminate the contract in accordance with Statutory Condition 5; or
 - 4.3.2. notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen (15) days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- 4.4. If the Insured fails to pay an additional premium when required to do so under sub-paragraph 4.3.2. of this condition, the contract is terminated at that time and Statutory Condition 5.2.1. applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1. 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The fifteen (15) day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. 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,
 - 6.1.1. immediately give notice in writing to the Insurer;
 - 6.1.2. 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;
 - 6.1.2.1. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. stating the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - 6.1.2.7. stating the place where the insured property was at the time of loss.
 - 6.1.3. if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
 - 6.1.4. if required by the Insurer and if practicable;

- 6.1.4.1. produce books of account and inventory lists;
 - 6.1.4.2. furnish invoices and other vouchers verified by statutory declaration; and
 - 6.1.4.3. furnish a copy of the written portion of any other relevant contract.
- 6.2. The evidence given, produced or furnished under sub-paragraph 6.1.3. and 6.1.4. of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. FRAUD

Any fraud or willfully 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.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6.1.1. may be given and the proof of loss under Statutory Condition 6.1.2. may be made:

- 8.1. by the agent of the Insured; if
 - 8.1.1. the Insured is absent or unable to give the notice or make the proof; and
 - 8.1.2. the absence or inability is satisfactorily accounted for; or
- 8.2. 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 8.1. of this condition.

9. 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.
- 9.2. The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under sub-paragraph 9.1. of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has:

- 10.1. 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
- 10.2. 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
 - 10.2.1. without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property; and
 - 10.2.2. without the Insurer's consent, there can be no abandonment to it of the insured property.

11. 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.
- 11.2. There is no right to a dispute resolution process under this condition until:
 - 11.2.1. a specific demand is made for it in writing; and
 - 11.2.2. the proof of loss has been delivered to the Insurer.

12. WHEN LOSS PAYABLE

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.

13. 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.
- 13.2. If the Insurer gives notice under sub-paragraph 13.1. 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.

14. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

15 NOTICE

- 15.1. 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.
- 15.2. 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.

SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

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 of 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 therein 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 Act** or change of title by succession, by operation of law, or by death.

* *Bankruptcy and Insolvency Act* (Canada) applies to Saskatchewan.

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 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 (15) days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION

- 5.1. This contract may be terminated:
- 5.1.1. by the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2. by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
- 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5. The fifteen (15) days mentioned in clause 5.1.1. 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.

6. 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:
- 6.1.1. forthwith give notice thereof in writing to the Insurer;
 - 6.1.2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
 - 6.1.2.1. 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;
 - 6.1.2.2. 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;
 - 6.1.2.3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
 - 6.1.2.4. showing the amount of other insurances and the names of other Insurers;
 - 6.1.2.5. 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;
 - 6.1.2.6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
 - 6.1.2.7. showing the place where the property insured was at the time of loss;
 - 6.1.3. if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - 6.1.4. 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.
- 6.2. The evidence furnished under clauses 6.1.3. and 6.1.4. of sub-paragraph 6.1. of the condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. FRAUD

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

8. WHO MAY GIVE NOTICE AND PROOF

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.

9. 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.
- 9.2. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph 9.1. of this condition according to the respective interests of the parties.

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, 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.

11. APPRAISAL

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.

12. WHEN LOSS PAYABLE

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

13. 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 (30) days after receipt of the proofs of loss.
- 13.2. In the 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.

14. ACTION**

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year*** next after the loss or damage occurs.

** 14. Action is not applicable in Saskatchewan

*** Two years in Yukon Territory.

15. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

16. NOTICE

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 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.

SECTION III - ADDITIONAL CONDITIONS (APPLICABLE ONLY TO PROPERTY INSURANCE UNLESS NOTED OTHERWISE)

1. NOTICE TO AUTHORITIES

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempted theft, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

2. NO BENEFIT TO BAILEE

It is warranted by the Insured that this insurance shall in no way insure directly or indirectly to the benefit of any carrier or other bailee.

3. PAIR AND SET

In the case of loss of or damage to any article(s), whether scheduled or unscheduled, which is (are) a part of a set, the measure of loss of or damage to such article(s) shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

4. PARTS

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

5. SUE AND LABOUR

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

6. BASIS OF SETTLEMENT

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

7. SUBROGATION (ALL LINES OF INSURANCE)

The Insurer, upon making any payment or assuming liability for payment under this Policy, shall be subrogated to all rights of recovery of the Insured against others, and may bring action to enforce such rights. All rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. The Insurer shall have the right to control such subrogation.

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.

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

Refer to Special Provisions applying to Condominium Corporations which follows.

8. ACTION (EXCLUDING NORTHWEST TERRITORIES, NUNAVUT, AND YUKON)

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

- 8.1. in the case of loss or damage to insured property, not later than two years after the date the Insured knew or ought to have known the loss or damage occurred; and
- 8.2. in any other case, not later than two years after the date the cause of action against the Insurer arose.

9. BREACH OF CONDITIONS

If the Insured 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 Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the **premises** over which the Insured has no control.

Refer to Special Provision applying to Condominium Corporations which follows.

10. OTHER INSURANCE

The Insurer is not liable:

- 10.1. for more than the portion of any loss, destruction or damage covered by this Policy which the applicable limit of this Policy bears to the total amount of insurance covering against the peril of fire irrespective of whether or not such other insurance gives insurance in respect of the perils covered by this Policy, whether by endorsement thereto or otherwise;
- 10.2. where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected.

Refer to Special Provision applying to Condominium Corporations which follows.

11. PROPERTY OF OTHERS

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

12. REINSTATEMENT

With the exception of losses that are subject to annual aggregate limits, any loss under this Form shall not reduce the limits of insurance.

13. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the Policy Period, or within a year after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

14. EXAMINATION UNDER OATH

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

15. CANADIAN CURRENCY CLAUSE (ALL LINES OF INSURANCE)

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

SECTION IV - SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

1. SUBROGATION

This clause replaces **Additional Conditions 7.** above.

Subrogation shall be in accordance with the provisions of the provincial or territorial legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, subrogation is as stated in this clause.

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. The Insurer shall have the right to control such subrogation.

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:

- 1.1 the **Condominium Corporation**, its Directors, Property Managers, agents and employees; and
- 1.2 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 a **unit** or his or her **spouse**.

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.

2. 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).

3. BREACH OF CONDITION

This clause replaces **Additional Conditions 9.** above:

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:

- 3.1. if the **Condominium Corporation** fails to comply with a condition in part of the **premises** over which the **Condominium Corporation** has no control; or
- 3.2. if the breach is committed by an owner of a **unit** or occupant without the knowledge or consent of the **Condominium Corporation**.

4. 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.

5. TERMINATION

In those jurisdictions where provincial or territorial legislation under which the **Condominium Corporation** is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or Special Provisions of this Policy, such prescribed provincial or territorial conditions shall apply.

6. OTHER INSURANCE

This clause replaces **Additional Conditions 10.** above:

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 or as in accordance with provincial or territorial legislation applicable to Other Insurance.

SECTION V - GENERAL LIABILITY CONDITIONS

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

1. NOTICE OF CLAIM OR SUIT

Upon the happening of an accident or **occurrence** that may give rise to a claim under this Policy, the Insured shall give notice of such accident or **occurrence** to the Insurer as soon as practicable after notice has been received by an officer of the Insured.

Such notice shall contain all available information pertaining to such accident or **occurrence** that is obtainable at the time.

If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every demand, notice, summons or other process received by the Insured or the Insured's representatives.

2. ASSISTANCE AND COOPERATION

The Insured shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

3. ASSUMPTION OF LIABILITY

The Insured shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

4. ACTION AGAINST INSURER

No action shall lie against the Insurer unless, as a condition precedent, to such action there shall have been full compliance with all of the terms of this Policy. In addition, no action shall lie against the Insurer until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Insurer. The Insurer shall not be liable for **compensatory damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance.

Unless another time limit is specified to the contrary in any Canadian province' Insurance Act governing this Policy, every action or proceeding against the Insurer shall be commenced within one year of the date of such judgement or written agreement and not afterwards. The sole venue for coverage legal action related to this Policy shall be a Superior Court in Canada.

Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations under this Policy.

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.

5. CHOICE OF LAW AND JURISDICTION

This Policy will be governed by and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada

6. PREMIUM AND ADJUSTMENT OF PREMIUMS

- 6.1. Unless indicated as "Flat rate premium", the premium stated in the Declaration Page(s) for this Form is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium basis and rates shown in the Declaration Page(s) for this Form as "Basis of premium adjustment" shall be used in ascertaining the earned premium.
- 6.2. In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the Declaration Page(s), or in any endorsement, the earned premium shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- 6.3. Subject to the retention by the Insurer of the amount stated in the Declaration Page(s) for this Form as "Minimum annual premium", if the earned premium for this Policy thus computed exceeds the estimated deposit premium paid, the Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- 6.4. The Named Insured shall maintain for each hazard insured against, a record of the information necessary for premium computation on the basis stated and shall submit such record to the Insurer at the end of the Policy Period and at such other times during the Policy Period as the Insurer may direct.

7. INSPECTION AND AUDIT

- 7.1. The Insurer shall be permitted, but is not obligated, to inspect the Insured's property and operations. Neither the Insurer's right to inspect nor reporting based on such inspections shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe.
- 7.2. The Insurer may examine and audit the Insured's books and records at any time during the Policy Period and extensions of the Policy Period and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

8. OTHER INSURANCE

The Insurer shall not be liable if at the time of an accident or **occurrence** covered by this Policy there is any other insurance that would have attached if this insurance had not been effected, and this insurance shall specifically exclude losses covered by such other valid insurance. This insurance shall apply only as excess insurance and in no event as contributing insurance and then only after all such other insurance has been exhausted.

The Insurer acknowledges the existence of any Policies arranged to apply in excess of the insurance provided by this Policy and it is agreed that notwithstanding anything contained in this Condition the insurance provided by such excess Policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this Policy is concerned and shall be held to attach and cover only after the insurance under this Policy has been exhausted.

9. SUBROGATION

9.1. Applicable to underlying insurance

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery against any third party except where the amount of settlement exceeds the amount provided in aggregate by this Policy and any other valid and collectible insurance in which case the Insured shall be entitled to all recovery until such excess has been made good to the Insured. The Insured shall execute all papers required and shall do everything necessary within his power to secure such rights.

9.2. Applicable to umbrella insurance

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall be made between the Insured and the Insurer, provided always that nothing in this clause shall be construed to mean that losses under this insurance are not recoverable until the Insured's **ultimate net loss** has been finally ascertained. In as much as this Policy is umbrella-type excess coverage, the Insured's right of recovery against any person or other entity cannot always be exclusively subrogated to the Insurer. It is therefore understood and agreed that, in case of any payment under this Policy, the Insurer shall act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. The apportioning of any amounts that may be so recovered shall follow the principle that any other insurer or the Insured that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by them. The Insurer shall then be reimbursed of out of any balance then remaining up to the amount paid under this Policy. Lastly, the interests of any insurer and the Insured of which this coverage is excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the insurers and the Insured concerned, in the ratio of their respective recoveries as finally settled.

10. CANCELLATION - TERMINATION

- 10.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate and procedure for the time the Policy has been in force.
- 10.2. This Policy may be cancelled or terminated:
 - 10.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days notice in writing of cancellation by registered post, or five (5) days notice in writing of cancellation personally delivered;
 - 10.2.2. In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured thirty (30) days notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 10.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.
- 10.4. Where the Policy is terminated by the Insurer:
 - 10.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 10.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 10.5. Where the Policy is terminated by the Named Insured:
 - 10.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premiums in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 10.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 10.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 10.7. The thirty (30) days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 10.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 10.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured.

11. WAIVER

No notice to any Agent or knowledge possessed by any Agent or by any other person shall be held to effect a waiver or change in any part of this Policy. The terms of this Policy shall not be waived or changed except by endorsement issued to form a part of this Policy.

12. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurer until their consent is endorsed on this Policy, except through change of title by succession, death or proceedings under any bankruptcy act.

13. SPECIAL STATUTES

If any condition of this Policy, relating to limitation of time for notice of accident or for instituting legal proceedings, is at variance with any specific statutory provision in the province in which the accident occurs such statutory provision shall be substituted for such condition.

14. CROSS LIABILITY AND SEPARATION OF INSURED

The insurance as is afforded by this Policy shall apply in respect to any claim or **action** brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate Policy had been issued to each Insured.

The inclusion under this Policy of more than one Insured shall not operate to increase the Limit of Liability under this Policy.

Any breach of a condition of this Policy by any Insured shall not affect the protection given by this Policy to any other Insured who is not, or was not, a party to such breach of condition.

15. DEDUCTIBLE CLAUSE

COVERAGE A

The Insured shall pay the amount stated in the Declaration Page(s) for this Form as Deductible or Deductible - U.S. Claims for each and every claim related to **property damage** under paragraph 1. **INSURING AGREEMENT of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Commercial General Liability Max Form. If more than one claim arises or results from a single **occurrence**, the deductible amount shall only apply once.

16. REIMBURSEMENT CLAUSE

Applicable to COVERAGE A and to **personal injury** under COVERAGE B

In the event a claim payment is made by the Insurer, the Insured shall reimburse the Insurer with respect to all claims, legal fees and adjusting expenses combined in any one accident or **occurrence**, up to the Deductible amount stated in the Declaration Page(s) for this Form as **Reimbursement or Reimbursement - US Claims**, and the Insurer shall only be liable for loss, damage or expense in excess of that amount.

The terms of the Policy, including those with respect to notice of accident or **occurrence** and the Insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the reimbursement.

SECTION VI - DEFINITIONS

1. **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.

2. **Premises** means:

2.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:

2.1.1. areas under adjoining sidewalks and driveways;

2.1.2. in or on vehicles within 100 metres (328 feet) of such property lines described in 2.1.;

2.2. in the open within 305 metres (1000 feet) of such property lines described in 2.1.

3. **Spouse** means a person:

3.1. who is married to or has entered a civil union with another person and is living with that person;

3.2. 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 years: or in the following cases, for at least one year if:

3.2.1. a child has been born or is to be born of their union;

3.2.2. they have adopted a child together.

4. **Unit** means the unit as defined in the declaration, description or bylaws of the **Condominium Corporation** or provincial or territorial legislation relating to condominiums or divided co-ownership. It refers to a strata lot in British Columbia.

SECTION VII - ADDITIONAL CONDITION APPLICABLE TO BOTH LIABILITY AND PROPERTY (APPLICABLE TO BRITISH COLUMBIA, ALBERTA, MANITOBA, NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)

1. TRADE AND ECONOMIC SANCTIONS

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any **Prohibition**.

For the purposes of this Clause:

1. **Prohibition** means any prohibition or restriction imposed by law or regulation including but not limited to:

1.1. trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and

1.2. any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity.

AMENDED CANCELLATION-TERMINATION CONDITION (Other Provinces and Territories)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold or quotations have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the **COMMERCIAL POLICY CONDITIONS AND STATUTORY CONDITIONS** Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Notwithstanding any contrary provisions contained in this Policy, it is understood and agreed that

1. Condition 5. **TERMINATION OF INSURANCE of SECTION I - STATUTORY CONDITIONS (BRITISH COLUMBIA, ALBERTA AND MANITOBA)**, is amended to read as follows:

5. TERMINATION OF INSURANCE

- 5.1. The contract may be terminated
 - 5.1.1 by the Insurer giving to the Insured 90 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - 5.1.2. by the Insured at any time on request.
- 5.2. If the contract is terminated by the Insurer,
 - 5.2.1. 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The 90 day period referred to in sub-paragraph 5.1.1. of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

2. Condition 5. **TERMINATION of SECTION II - STATUTORY CONDITIONS (NORTHWEST TERRITORIES, NUNAVUT, SASKATCHEWAN AND YUKON)**, is amended to read as follows:

5. TERMINATION

- 5.1. This contract may be terminated:
 - 5.1.1 by the Insurer giving to the Insured 90 days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered;
 - 5.1.2. by the Insured at any time on request.
- 5.2. Where this contract is terminated by the Insurer:
 - 5.2.1. the Insurer shall refund the excess of premium actually paid by the Insured over 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
 - 5.2.2. 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.
- 5.3. 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.
- 5.4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5.5 The 90 days mentioned in clause 5.1.1. 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.

3. Condition 9. – **CANCELLATION - TERMINATION of SECTION V - GENERAL LIABILITY CONDITIONS** is amended to read as follows:

9. CANCELLATION - TERMINATION

- 9.1. This Policy may be cancelled at any time at the request of the Named Insured, and the Insurer shall, upon surrender of the Policy, refund the excess of paid premium above the earned premium computed in accordance with the customary short rate table and procedure for the time the Policy has been in force.
- 9.2. This Policy may be cancelled or terminated:
 - 9.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days' notice in writing of cancellation by registered post, or five (5) days' notice in writing of cancellation personally delivered;
 - 9.2.2. In the event of cancellation for any reason other than non-payment of premium, at any time by the Insurer giving to the Named Insured 90 days' notice in writing of cancellation by registered post, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice;
- 9.3. This Policy may be cancelled or terminated by the Named Insured at any time on written request.

- 9.4. Where the Policy is terminated by the Insurer:
 - 9.4.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the Policy has been in force, calculated pro rata; or
 - 9.4.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- 9.5. Where the Policy is terminated by the Named Insured:
 - 9.5.1. and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the Policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, subject to the retention of any minimum retained premium, provided by the Policy; or
 - 9.5.2. where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, subject to the retention of any minimum retained premium, provided by the Policy.
- 9.6. Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- 9.7. The 90 days and fifteen (15) days notice of cancellation by registered post referred to in sub-paragraphs 9.2.1. and 9.2.2. commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 9.8. Premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.
- 9.9. In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include any premium or part thereof paid to the Insurer by an Agent unless actually paid to the Agent by the Insured

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.

LLOYD'S ADDITIONAL CONDITIONS

LLOYD'S

Lloyd's Approved Coverholder ("the Coverholder"):
Intact Public Entities Inc.

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 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 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 Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition Quebec Legal proceedings may be served to: c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montréal, Québec H3B 4N8.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

15 April 2022

LSW1548d (Amended)

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this 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 contract.

The proportion of liability under this 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 contract.

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 itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. 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 this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

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

LMA5096 (Combined Certificate) 7 March 2008

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 at: Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2. In addition, Quebec Legal proceedings may be served to c/o Blake, Cassels & Graydon LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8
LMA5028B 15 April 2022

NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers' licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit www.lloyds.com. Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes, and we will not sell your personal information to other parties.

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information. Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection

while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

Authority to collect, use and disclose personal information

When you share information with us for purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

05/19
LSW1543D

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

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.

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LSW1565C

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

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LSW1542F



NOT FOR PROFIT DIRECTORS' AND OFFICERS' LIABILITY
POLICY DECLARATIONS

Policy Number: CP80727K

Replaces Number: RENEWAL

Process Date: March 12, 2024

Intact Public Entities Inc. is a Managing General Agent and is duly authorized by the Insurer(s) vested with underwriting authority on behalf of the Insurer(s) for the proportions of indemnity so stated under the Subscribing Companies.

The Subscribing Companies, hereinafter called the Insurer, agree to insure, subject to the statements contained in the Declarations, the Insured, in accordance with the Terms, Conditions, Forms and Endorsements of this Policy.

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

Policy Period:

From MARCH 31, 2024

To MARCH 31, 2025

at 12:01 a.m. Standard Time at the Named Insured's postal address shown on this Certificate

Insured's Operations

MEDICAL CLINIC

Schedule of Coverage

(Insurance is provided, subject to the Declarations, Terms, Conditions of the Policy and its Form(s), only for the coverage for which specific Form(s) are attached and for which a specific Limit or Amount of Insurance is shown hereunder.)

Refer to attached if applicable

Table with 2 columns: Description and Total (\$). Row 1: Minimum retained premium for this policy is (\$), 753; Total (\$), 5,023.

The policy contains a clause that may limit the amount payable.

In witness whereof the Insurers have duly authorized Intact Public Entities Inc. to execute and sign this policy on their behalf for the proportions of indemnity so stated.

Intact Public Entities Inc.
278 Pinebush Road, Suite 200
Cambridge, ON N1T 1Z6

Glenn M.
President

Authorized Representative

In consideration of the Premium stated, the Insurer(s) will indemnify the Insured with the Terms and Conditions of this Policy.

This Policy is issued subject to the Declaration Page(s), Coverage Agreements, Exclusions, Definitions, Conditions and Limits as well as the Endorsements or Amendments brought to this Policy which may from time to time be added to form part of this Policy.

Whenever used in the Declaration Page(s) or in the Forms and Endorsements forming part of this insurance contract, the expression "Policy" means this/these Declaration Page(s) and all Forms, Endorsements and amendments brought to this Policy forming part of this insurance contract for each Coverage.

Notwithstanding any contrary provision, the Coverage provided under any Form or Endorsement attached to this Policy does not extend to any other Form or Endorsement, unless such Form or Endorsement specifies that its Coverage extends and applies to this other Form or Endorsement.

In accepting this Policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this Policy, any previous policy stated in the Declaration Page(s) is replaced by this Policy, including all renewals attaching thereto.

Cancellation/Non-acceptance of this Policy

Named Insured(s)

ALGOMA NURSE PRACTITIONER - LED CLINIC

Policy Mailing Address

443 NORTHERN AVENUE
SAULT STE MARIE, ON P6A 5L3

Broker Name and Address

NORTHERN INSURANCE BROKERS LIMITED
SAULT STE MARIE, ON

If you no longer require this Policy, please complete and return the portion below otherwise leave blank. We strongly recommend that you review this with your Broker to ensure that you fully understand the impact of this decision.

Cancellation Agreement

I/we agree as the undersigned Insured named in this policy CP80727K and renewal certificates (if any), hereby acknowledge the cancellation thereof _____ At 12:01 a.m. standard time and agree that all coverages and liability of

Day/Month/Year

Intact Public Entities Inc. and The Insurer(s) with respect to all accidents, losses or damage occurring on and after the date of cancellation is hereby terminated.

X

Signature (only required if cancelling the Policy)

Policy No. CP80727K

Effective Date MARCH 31, 2024

SCHEDULE OF COVERAGE

Not For Profit Directors' and Officers' Liability

Form-Edition	Coverage Description	Deductible	(\$) Limit of Insurance	(\$) Premium
CWX3399-0124	Not For Profit Entity Directors' and Officers' Liability	As Indicated Below	10,000,000 Aggregate	5,023
	Insuring Agreement A. Personal Insurance	\$ 5,000	Included	
	Insuring Agreement B. Entity Indemnification Insurance	\$ 5,000	Included	
	Insuring Agreement C. Entity Insurance	\$ 5,000	Included	
	Insuring Agreement D. Fiduciary Insurance	\$ 5,000	Included	
	Insuring Agreement E. Derivative Demand	\$ 5,000	Included	
	Additional Limit of Liability - Insuring Agreement A only	Included	1,000,000 Aggregate	
CNGX3520-0117	Pending and Prior Acts Amendment Endorsement			
			Total	5,023

NOT FOR PROFIT

DIRECTORS' AND OFFICERS' LIABILITY

This Not For Profit Directors' and Officers' Liability policy provides claims made coverage. Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The word "Insurer" refers to the Subscribing Companies that have agreed to insure this Not For Profit Directors' and Officers' Liability Policy and are shown on the "Declarations" for this Not For Profit Directors' and Officers' Liability Policy 'Subscribing Companies'.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section II - Definitions. These definitions apply to the singular and the plural of these terms as circumstances and context require.

SECTION I - INSURING AGREEMENTS

In consideration of the premium, in reliance on the statements in the "Application", and subject to the "Declarations" and all of the terms, exclusions, conditions and limitations of this Policy, the "Insurer" and the "Named Insured" agree as follows:

A. Personal Insurance

The "Insurer" agrees with the "Insured Persons" that if, during the "Policy Period", any "Claim" or "Claims" (including "Wrongful Employment or Membership Practices Claims") are made against them, or any of them, jointly or severally, and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy, on behalf of the "Insured Persons", or any of them, all "Loss" which the "Insured Persons", or any of them, shall become legally obligated to pay, except for "Loss" for which the "Entity" is required or permitted by law to indemnify the "Insured Persons" unless, and to the extent only that, the "Entity" is unable to make actual indemnification solely by reason of its "Insolvency".

The "Insurer" shall not be entitled under any circumstances to rescind the coverage provided by this **Insuring Agreement A**.

B. Entity Indemnification Insurance:

The "Insurer" agrees with the "Entity" that if, during the "Policy Period", any "Claim" or "Claims" are made against the "Insured Persons", or any of them, jointly or severally, and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy, on behalf of the "Entity", all "Loss" for which the "Entity" is required or permitted by law to indemnify the "Insured Persons";

C. Entity Insurance:

The "Insurer" agrees with the "Entity" that if, during the "Policy Period", any "Claim" or "Claims" are made against the "Entity", (including "Wrongful Employment or Membership Practices" "Claims") and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy, on behalf of the "Entity", all "Loss" which the "Entity" shall become legally obligated to pay;

D. Fiduciary Insurance:

The "Insurer" agrees with the "Insureds" and the "Benefit Program" that if, during the "Policy Period", any "Fiduciary Claim" or "Claims" are made against them, or any of them, jointly or severally, and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy:

1. on behalf of the "Insured Persons", or any of them, all "Loss" for which the "Insured Persons" or any of them shall become legally obligated to pay, except for "Loss" for which the "Benefit Program" or "Entity" is required or permitted by law to indemnify the "Insured Persons" unless and to the extent only that the "Benefit Program" or "Entity" is unable to make actual indemnification solely by reason of its "Insolvency";
2. on behalf of the "Entity" and the "Benefit Program", all "Loss" for which the "Entity" and the "Benefit Program" is required or permitted by law to indemnify the "Insured Persons";
3. on behalf of the "Entity" and the "Benefit Program", all "Loss" for which the "Entity" and the "Benefit Program" shall become legally obligated to pay.

E. Derivative Demand Insurance

The "Insurer" agrees with the "Insureds" that if, during the "Policy Period", a "Derivative Demand" is made upon the Board of Directors of the "Entity", and notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy, the "Insurer" will pay in accordance with the terms of this Policy, on behalf of the "Insureds", all "Investigation Costs" which the "Entity" or the Board of Directors incur and which arise from the "Derivative Demand".

SECTION II - DEFINITIONS

When set out in quotation marks in this Policy or in the "Application", the following terms shall have the meanings set out hereunder. Otherwise, when not in quotation marks, the same terms shall have only the meaning given to them in normal usage.

1. **"Abuse"** means "Sexual Abuse", "Physical Abuse", psychological or emotional abuse, molestation or harassment including corporal punishment.
2. **"Administration"** means:
 - (a) giving advice, counsel or interpretation regarding a "Benefit Program" to "Employees", beneficiaries or participants;
 - (b) undertaking the enrolment, termination or cancellation of a "Benefit Program", or
 - (c) maintaining or administering records or data in any form for the purposes of a "Benefit Program".
3. **"Applicant"** means any natural person who is not an "Employee", "Member" or "Volunteer" but who has been acknowledged by the "Entity" as applying or as having applied, or is or was an acknowledged candidate, for:
 - (a) full time or part time employment by the "Entity", or
 - (b) membership in the "Entity", or
 - (c) full-time or part-time volunteer work for the "Entity".
4. **"Application"** means the most recent written "Application" form completed, signed and submitted to the "Insurer" on behalf of the "Proposed Insureds" in support of their request that this Policy be issued or renewed, as the case may be.
5. **"Application Information"** means all documents and all information, whether in paper or any other form, submitted to the "Insurer" with an "Application", or otherwise submitted or made available to the "Insurer" in support of a request that this Policy be issued or renewed, as the case may be.
6. **"Arbitration"** means any formal and binding "Arbitration" process pursuant to "Statute" or agreement, by which parties submit a dispute for final resolution by one or more arbitrators.
7. **"Based Upon"** means "based upon", resulting from, arising out of or in any way involving or alleging, directly or indirectly.
8. **"Begun"** when used with reference to a "Prosecution" or "Inquiry", means either the beginning of the "Prosecution" or "Inquiry" or the "Insured's" first notice thereof, whichever comes first.
9. **"Benefit Program"** means:
 - (a) any "Employee Benefit Plan"; or
 - (b) any "Government Sponsored Benefit Plan", but coverage under this Policy is only afforded to such plan for any actual or alleged negligent act, error or omission solely in the "Administration" of the "Government Sponsored Benefit Plan"; or
 - (c) any other plan, fund, program or government-mandated "Benefit Program" including all "Benefit Programs" sponsored by the "Entity" or for which the "Entity" provides "Administration".
10. **"Claim"**:
 - (a) means a written notice from any party:
 - i) that it is the intention of such party to hold any "Insured" civilly liable for "Damages" caused by a "Wrongful Act", or
 - ii) that it is the intention of such party to seek an "Oppression Remedy" against any "Insured" with respect to a "Wrongful Act", or
 - iii) that it is the intention of such party to seek an injunctive, administrative or any other non-monetary remedy or relief from any "Insured" with respect to a "Wrongful Act";
 - (b) means a civil suit against any "Insured":
 - i) claiming "Damages" caused by a "Wrongful Act", or
 - ii) seeking an "Oppression Remedy" with respect to a "Wrongful Act", or
 - iii) seeking an injunctive, administrative or any other non-monetary remedy or relief from any "Insured" with respect to a "Wrongful Act";
 - (c) means a "Prosecution" of any "Insured" for a "Wrongful Act";
 - (d) means an "Inquiry" "Based Upon" a "Wrongful Act" by any "Insured";
 - (e) means a demand or notice of an "Arbitration" claiming "Damages" against any "Insured" caused by a "Wrongful Act";
 - (f) means a "Regulatory or Administrative Proceeding" against any "Insured" alleging a "Wrongful Act";
 - (g) means an "Extradition Proceeding", including any appeals therefrom.

11. **"Damages"** means:

(a) with respect to the "Insured Persons":

- i) direct compensatory civil damages which the "Insured Persons" are legally liable to pay as a result of a judgment or settlement;
- ii) civil fines or penalties and punitive or exemplary damages or the multiple portion of any multiplied damage award, awarded pursuant to a judgment or settlement, but only if not declared uninsurable under the law pursuant to which this Policy is construed;
- iii) any costs or expenses incurred or to be incurred by the "Insured Persons" which are required by, pursuant to or in any way involve any order for, grant of or agreement to provide injunctive, administrative or any other non-monetary remedy or relief;
- iv) an "Oppression Remedy", provided that the complainant seeking the "Oppression Remedy" is acting totally independently of, and totally without the solicitation of, or assistance of, or participation of, or intervention of, any "Insured" unless the "Insured" in question is an "Insured Person" engaged in "Whistleblower Activity";
- v) pre-judgment and post-judgment interest and legal fees and expenses awarded pursuant to a judgment or settlement;

(b) with respect to the "Entity" or the "Benefit Program" :

- i) direct compensatory civil damages, which the "Entity" or the "Benefit Program" is legally liable to pay as a result of a judgment or settlement;
- ii) punitive or exemplary damages or the multiple portion of any multiplied damage award awarded pursuant to a judgment or settlement, but only if not declared uninsurable under the law pursuant to which this Policy is construed;
- iii) an "Oppression Remedy", provided that (i) the complainant seeking the "Oppression Remedy" is acting totally independently of, and totally without the solicitation of, or assistance of, or participation of, or intervention of, any "Insured" unless the "Insured" in question is an "Insured Person" engaged in "Whistleblower Activity" and (ii) the remedy is an award of direct compensatory civil damages;
- iv) pre-judgment and post-judgment interest and legal fees and expenses awarded pursuant to a judgment or settlement.

However, "Damages" shall not include:

- i) civil or criminal fines or penalties imposed by law other than (i) "Statutory Liabilities" and (ii) civil fines or penalties imposed on "Insured Persons" but only if such civil fines or penalties are not declared uninsurable under the law pursuant to which this Policy is construed;
- ii) any costs or expenses incurred or to be incurred by the "Entity" or the "Benefit Program" which are "Based Upon" any order for, grant of or agreement to provide injunctive, administrative or any other non-monetary remedy or relief;
- iii) any costs or expenses incurred or to be incurred by the "Entity" or the "Benefit Program" which are "Based Upon" any order, grant, judgment or agreement under the *Canadian Human Rights Act*, the *Employment Equity Act*, the *Americans with Disabilities Act*, the *Civil Rights Act of 1964* or similar provisions of any other pertinent Statute;
- iv) any amount that represents or is substantially equivalent to dividends or distributions of earnings;
- v) "Damages" that are declared uninsurable under the law pursuant to which this Policy is construed.

12. **"Data Breach"** means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a computer system, including but not limited to "personally identifiable information", charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private and confidential information.

13. **"Declarations"** means the "Declarations" page, including any associated schedules of coverage, applicable to this Not For Profit Directors' and Officers' Liability Policy.

14. **"Defence Costs"** means the amounts incurred in accordance with **SECTION VI** of this Policy for the defence or legal representation of "Insureds" in respect of "Claims", such as legal, accounting, adjusting or investigating expenses, and the cost of any appeal bond, attachment bond, or similar bond. However, the term is exclusive of i) the regular or overtime salaries or wages, fees, benefit costs and travel or accommodation expenses of "Insured Persons" in connection with "Claims" and ii) "Investigation Costs".

15. **"Derivative Demand"** means any written notice, as described in Section 251(2)(a) of the *Canada Not-for-profit Corporations Act S.C. 2009, c. 23* to the directors of the "Entity" of the complainant's intention to apply to the Court under Section 251 for leave to bring an action in the name and on behalf of the "Entity", or intervene in an action to which the "Entity" is a party, for the purpose of prosecuting, defending or discontinuing the action on behalf of the "Entity", or any similar provision of any provincial or foreign "Statute".

16. **"Employee"** means a natural person (except when acting in a non-employee capacity) who currently provides or previously provided services to the "Entity", whether part-time or full-time, in the ordinary course of the "Entity's" business and whom the "Entity" compensates or compensated by salary, wages or commissions and maintains or maintained the right to control and direct in the performance of such services. However, "Employee" does not mean any broker, factor, commission merchant, consignee, independent or dependent contractor, consultant, or other agent or representative of the same general character.

17. **"Employee Benefit Plan"** means:

- (a) any plan so defined by the *Pension Benefits Standard Act, 1985, R.S. 1985, c.32 (2nd Supp)*, the *Ontario Pension Benefits Act, R.S.O 1990, c P-8*, or similar provincial "Statute", which is operated for the benefit of the "Employees" of the "Entity";
- (b) any medical or welfare benefit plan or disability benefit plan as defined by the *Canada Health Act, R.S.C. 1985, c. C-6*, the *Ontario Health Insurance Act, R.S.O. 1990, c. H.6*, or, any other similar provincial "Statute";
- (c) any plans as defined in the *Ontario Insurance Act, R.S.O. 1990, c. 1.8*, or, similar provincial "Statute";
- (d) any retirement compensation agreement, flexible employee benefit plan or registered supplementary unemployment benefit or stock ownership plan not subject to Canadian "Statute" if sponsored by the "Entity" for the benefit of the "Insured Persons" of the "Entity";
- (e) in the United States of America, any plan, including a welfare benefit plan, as defined in "ERISA", provided, however, "Employee Benefit Plan" shall not include any multi-employer plan as defined in the *Pension Benefits Standards Act, R.S. 1985, c.32 (2nd Supp.)*, the *Ontario Pension Benefits Act, R.S.O 1990, c. P.8* or "ERISA" or by the common, civil or statutory law of Canada, the United States of America or any province, territory, state or other jurisdiction anywhere in the world.

18. **"Entity"** means:

- (a) any non-profit corporation, organization or association shown as the "Named Insured" on the "Declarations"; and
- (b) any "Subsidiary" at the effective date of this Policy, any "Subsidiary" created by the "Entity", directly or indirectly, after the effective date of this Policy or any former "Subsidiary", but coverage with respect to such former "Subsidiary" is only afforded with respect to "Loss" arising from "Wrongful Acts" committed or allegedly committed while it was a "Subsidiary"; and
- (c) any "Subsidiary" acquired by the "Entity", directly or indirectly, after the effective date of this Policy, but coverage with respect to such acquired "Subsidiary" is only afforded with respect to "Loss" arising from "Wrongful Acts" committed or allegedly committed after it became a "Subsidiary"; and
- (d) any other entity which during the "Policy Period" is or was formally constituted and recognized by the "Entity" as part of or a member of the "Entity", but coverage is only afforded with respect to "Loss" arising from "Wrongful Acts" committed or allegedly committed while the other entity was so formally constituted and recognized; and
- (e) in the event of "Insolvency", any receiver, conservator, liquidator, trustee, sequestrator or similar official, including foreign equivalents, which has been appointed by a provincial, state or federal court, agency, official or foreign equivalents or by a creditor to take control of, supervise, manage or liquidate the "Entity";

However, "Entity" shall not include any "Benefit Program(s)".

19. **"ERISA"** means the *Employee Retirement Income Security Act of 1974* of the United States of America, as amended.

20. **"Extradition Proceeding"** means a formal proceeding, including the execution of a warrant for the arrest or detention of any "Insured Persons", to extradite any "Insured Person" from the country in which he or she is presently residing to another country which is a sovereign state, for the purposes of either "Prosecution" by that state or imposing a sentence on any "Insured Person" by that state in respect of a criminal or penal offence actually or allegedly committed or attempted by such "Insured Person" even if that offence would not have constituted a criminal or penal offence if it had been committed or attempted in Canada.

21. **"Fiduciary Claim"** means a "Claim" "Based Upon" a "Fiduciary Wrongful Act".

22. **"Fiduciary Wrongful Act"** means:

- (a) any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty (including fiduciary duty) by the "Insureds", individually or collectively, in the discharge of their legal obligations, including without limitation any violation of the responsibilities, obligations or duties imposed by the *Pension Benefit Standards Act of Canada R.S. 1985 c.32(2nd Supp.)*, by the *Employee Retirement Income Security Act of 1974*, as amended, of the United States of America, or by similar provisions of any other "Statute", solely in their capacity as fiduciaries of a "Benefit Program";
- (b) any actual or alleged negligent act, error or omission solely in the "Administration" of a "Benefit Program"; and
- (c) any other matter claimed against the "Insureds" solely because of their service as a fiduciary of a "Benefit Program".

23. **"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.
24. **"Government Sponsored Benefit Plan"** means any benefit or compensation plan created by any "Statute" of which the funds and contingent liabilities are held or managed by a government or governmental body and which provides for workers' compensation benefits, employment (or unemployment) insurance, unemployment compensation, retirement benefits, social or old age security, Canada Pension Plan or Quebec Pension Plan benefits, health insurance or disability benefits, or automobile insurance or accident benefits.
25. **"Inquiry"** and **"Inquiries"** mean any inquiry, investigation or commission "Begun" pursuant to "Statute" during the "Policy Period" which an "Insured Person" reasonably believes may lead to disclosures or findings of fact or of law which are relevant to the civil, penal or criminal liability of an "Insured Person" or of the "Entity" or "Benefit Program".
26. **"Insolvency"** means the financial position of the "Entity" or a "Benefit Program" as a debtor as that term is defined and used in Canada within the provisions of the *Bankruptcy and Insolvency Act, R.S.C. c. B-3*. or similar provisions of any other provincial or foreign "Statute". Without limiting the generality of the foregoing, "Insolvency" shall occur when (i) any receiver, conservator, liquidator, trustee, sequestrator or similar official has been appointed by a provincial, state or federal court, agency or official or by a creditor to take control of, supervise, manage or liquidate the "Entity" or the "Benefit Program", (ii) a reorganization proceeding relating to the "Entity" or the "Benefit Program" has been brought in Canada under the *Companies' Creditors Arrangement Act, R.S.C. c. C-36*, (iii) the "Entity" becomes a debtor in possession under Chapter 11 of the *United States Bankruptcy Code*, or (iv) a reorganization proceeding relating to the "Entity" or the "Benefit Program" has been brought in any foreign jurisdiction under similar provisions of any pertinent "Statute".
27. **"Insured"** and **"Insureds"** may be used interchangeably and shall mean any one or more of "Entity", a "Benefit Program" and the "Insured Persons", whether jointly or severally.
28. **"Insured Person"** and **"Insured Persons"** may be used interchangeably and shall mean, but solely when acting in the described capacity:
- (a) any person or persons, individually or collectively, who were, now are, or will be duly elected, appointed or de facto chairpersons, directors, officers, trustees, executive directors, executive officers, treasurers, secretaries or managers of the "Entity", or any equivalent executive position under applicable law in any country other than Canada or the United States of America;
 - (b) a chairperson or member of a duly constituted committee of the "Entity" or its board;
 - (c) an "Employee";
 - (d) a "Volunteer";
 - (e) any person contemplated by (a) to (d) above who, at the written request of the "Entity" or with the written consent of the "Entity", served or serves as a director or officer of any other non-profit entity, but solely in their capacity as a director of such other non-profit entity;
 - (f) any person contemplated by (a) to (d) above who, at the written request of the "Entity", was, now is or shall be a trustee, director, (de facto or otherwise), officer, "employee", administrator or committee member while acting in their capacity as a fiduciary of or performing "Administration" for any "Benefit Program";
 - (g) the estates, heirs, legal representatives or assigns of any of the natural persons contemplated in (a) to (f) above, in the event of their death, incapacity, bankruptcy or "Insolvency";
 - (h) the "Spouse" of any person contemplated in (a) to (f) above, if such "Spouse" is named as a co-defendant in a "Claim" against any such person as a result of an alleged "Wrongful Act" solely by reason of (i) such "Spouse's" status as a "Spouse", or (ii) such "Spouse's" ownership interest in property which the claimant seeks as recovery.
- However, "Insured Person" shall not include any trustee, director, officer or "Employee" of a "Government Sponsored Benefit Plan".
29. **"Interrelated Wrongful Acts"** means any and all "Wrongful Acts" that have as a common nexus any fact, circumstance, situation, event, transaction, cause or individual, or series of causally or logically connected facts, circumstances, situations, events, transactions, causes or individuals.
30. **"Investigation Costs"** means reasonable and necessary costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses incurred by the "Entity", its Board of Directors or any committee of its Board of Directors in connection with the investigation or evaluation of any "Derivative Demand". However, the term is exclusive of (i) the regular or overtime salaries or wages, fees, benefit costs and travel or accommodation expenses of "Insured Persons" in connection with the investigation or evaluation of any "Derivative Demand", and (ii) "Defence Costs".
31. **"Loss"** means: (i) "Damages", and (ii) "Defence Costs".
32. **"Member"** means any natural person who is or has been formally admitted to and recognized by the "Entity" as a member.

33. **"Oppression Remedy"** means an order or other remedy sought under Section 253 of the *Canada Not-for-Profit Corporations Act* S.C. 2009, c. 23, or similar provisions of any provincial or foreign "Statute".
34. **"Pay Differential"** means any actual or alleged differential in pay or salary between "Employee(s)" who perform the same work or substantially the same work.
35. **"Personally Identifiable Information"** means:
- (i) personal information as defined in the federal *Personal Information Protection and Electronic Documents Act* (PIPEDA) as amended, and in equivalent provincial and territorial legislation, concerning the individual;
 - (ii) personal health information as defined in PIPEDA, the *Personal Health Information Protection Act, 2004* (Ontario) and equivalent legislation in other provinces and territories, concerning the individual;
 - (iii) the individual's social insurance number, driver's license, identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers;
 - (iv) (PINs) that allows access to the individual's financial account information; or
 - (v) other personal information about the individual that is protected under any local, provincial, territorial, state, federal or foreign "Statute" or regulation.
- Provided, however, "personally identifiable information" shall not include information that is lawfully available to the public, including information from any local, provincial, territorial, state, federal or foreign governmental entity or body.
36. **"Pay Equity"** means any actual or alleged differential in pay or salary between "Employee(s)" who perform different work of equal or comparable value.
37. **"Physical Abuse"** means wilful and deliberate misconduct:
- (a) causing or permitting another person to suffer unjustifiable pain or suffering; or
 - (b) causing or permitting another person to be placed in a situation in which his or her life or limb likely would be endangered or his or her health likely would be impaired.
38. **"Policy Period"** means the period of time from the effective date shown on the "Declarations" to the earlier of the expiry date shown on the "Declarations" or the effective date of cancellation of this Policy. If the **DISCOVERY CLAUSE** option is engaged in accordance with **SECTION III**, then such period (herein the Discovery Period) shall be part of and not in addition to the "Policy Period" of the "Entity".
39. **"Pollutants"** means any solid, liquid or gaseous substance, emanation, irritant, radiation, or contaminant in any form (including but not limited to noise, smoke, vapours, fumes, odours, electromagnetic radiation, thermal contamination, greenhouse gas emissions, soot, oil or oil products, asbestos or asbestos products, silica, mould, acids, alkalis, chemicals, medical waste or any other waste materials) which constitutes a nuisance, hazard or pollutant of any kind.
40. **"Proposed Insureds"** means all persons who would be insured in any capacity under the insurance Policy being applied for.
41. **"Prosecution"** means any "Prosecution", charge, information, indictment or other proceeding "Begun" against an "Insured" during the "Policy Period" by the Crown or by any other government or governmental body or regulatory authority seeking penal or criminal sanctions anywhere in the world, including, without limitation, a criminal prosecution.
42. **"Regulatory or Administrative Proceeding"** means any formal proceeding pursuant to a "Statute" before a board, tribunal, commissioner, adjudicator or other judicial or quasi-judicial officer which may lead to a ruling or decision binding on an "Insured", including without limitation a proceeding before a labour standards commission, labour relations board or other similar body.
43. **"Sexual Abuse"** means any conduct constituting a sexual offence under the Criminal Code of Canada including sexual assault offences resulting from physical contact.
44. **"Spores"** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "Fungi".
45. **"Spouse"** means a "Spouse" or domestic partner recognized as such by "Statute" or in the written provisions of any "Benefits Program" established by the "Entity".
46. **"Statute"** shall include all applicable federal, state, provincial, territorial or local "Statutes" or by-laws or common or civil law in force and any amendments thereto and all applicable regulations or statutory instruments promulgated thereunder, anywhere in the world. Any reference to a "Statute" by name shall include all amendments, all regulations or all other statutory instruments promulgated thereunder and any new "Statute" which replaces or is substituted for the named "Statute" in whole or in part.
47. **"Statutory Liabilities"** means unpaid liabilities of the "Entity" or any "Benefit Program", including unpaid tax liabilities and unpaid wages and deductions at source, for which any "Insured Person" becomes personally liable in their capacity as such under any applicable "Statute" if the "Entity" or the "Benefit Program" is in "Insolvency".
48. **"Subsidiary"** means:
- (a) any non-profit corporation, organization or association in which the "Entity", named on the "Declarations", 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 a functional equivalent thereof, or in cases where no such securities have been issued, the ability to control or direct such entity's managerial decisions; or

- (b) any for-profit entity added specifically by endorsement as a "Subsidiary" to this Policy.
49. **"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.
50. **"Third Party"** means any natural person who is a customer, vendor, service provider, client or other business invitee of the "Entity".
51. **"Volunteer"** means a natural person (except when acting in a non-volunteer capacity) who currently provides or previously provided services to the "Entity", or to any "Third Party" under the auspices and with the knowledge and authorization of the "Entity", without monetary compensation.
52. **"Whistleblower Activity"** means an activity whereby an "Insured Person":
- reports or submits complaints regarding financial statement disclosure issues, accounting, internal accounting controls, auditing matters or violations of the "Entity's" or "Benefit Program's" code of business conduct and/or ethics; or
 - provides information, causes information to be provided or otherwise assists in a "Prosecution", "Inquiry", "Regulatory or Administrative Proceeding" or official investigation of any kind regarding any conduct which he or she reasonably believes to be a violation of employment or labour "Statutes" or any other "Statutes" regarding fraud or the commission or possible commission of a criminal or penal offence.
53. **"Wrongful Act"** means:
- with respect to "Insured Persons", any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty (including fiduciary duty) by the "Insured Persons", individually or collectively, in the discharge of their legal obligations solely in their capacity as "Insured Persons", including without limitation "Wrongful Employment or Membership Practices" and "Whistleblower Activity", or any other matters, including "Statutory Liabilities", claimed against them solely by reason of their being "Insured Persons";
 - with respect to the "Entity", any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the "Entity", including without limitation "Wrongful Employment or Membership Practices";
 - with respect to the "Insureds", a "Fiduciary Wrongful Act".
54. **"Wrongful Employment or Membership Practice(s)"** means, with respect to an "Employee", "Applicant", "Third Party", "Member" or "Volunteer" only, any actual or alleged:
- wrongful denial of admission or status to a "Member" or "Volunteer";
 - wrongful termination, dismissal, or discharge (either actual or constructive) of an "Employee";
 - wrongful termination of status or expulsion of a "Member" or "Volunteer";
 - breach of any oral or written employment contract or agreement, or quasi employment contract or agreement, or any contract or agreement relating to status as a "Member" or "Volunteer";
 - misrepresentation relating to employment or to status as a "Member" or "Volunteer";
 - discrimination relating to employment or to status as a "Member" or "Volunteer";
 - wrongful failure to employ or promote, or wrongful discipline, demotion, deprivation of a career opportunity, or failure to grant tenure, or negligent "Employee", "Member" or "Volunteer" evaluation;
 - libel or slander relating to employment or relating to an individual in their capacity as a "Member" or "Volunteer";
 - workplace harassment (including sexual harassment), or retaliation, or invasion of privacy, or employment-related defamation, or employment-related wrongful infliction of emotional distress, or other unwelcome verbal, visual or physical conduct of a provocative nature that creates an intimidating, hostile or offensive working environment;
 - retaliatory treatment of an "Employee", "Member" or "Volunteer" as a result of such "Employee's", "Member's" or "Volunteer's" exercise of their rights pursuant to any "Statute", or arising from such "Employee's", "Member's" or "Volunteer's" "Whistleblower Activity" or arising from such "Employee's", "Member's" or "Volunteer's" involvement with or report to a regulatory or government agency with respect to the "Entity's" activities or operations.
55. **"Wrongful Employment or Membership Practices Claim"** means a "Claim" "Based Upon" "Wrongful Employment or Membership Practices".

SECTION III - DISCOVERY CLAUSE

1. If the "Insurer" cancels or refuses to renew this Policy or the "Entity" cancels or elects to not renew this Policy, the "Insureds" may, upon payment of an Additional Premium, extend the period for discovery of a "Loss" for an Additional Period from the date this Policy terminates to dates as agreed to by the "Insurer" and specifically endorsed on the Policy (herein the Discovery Period). The extension of this Policy's coverage is for any "Claim" first made or "Begun" during the Discovery Period, of which notice is given to the "Insurer" in accordance with **SECTION VII** of this Policy during the

Discovery Period, but only if the "Claim" is "Based Upon" "Wrongful Acts" committed before the date of such cancellation or non-renewal, whichever is applicable.

2. The right of the "Insureds" to engage the **DISCOVERY CLAUSE** is conditional upon the following:
 - (a) the **DISCOVERY CLAUSE** must be engaged by the Insureds by written notice to the "Insurer" no later than thirty (30) days prior to cancellation or non-renewal and payment of the Additional Premium to be received by the "Insurer" no later than thirty (30) days after the date of cancellation or non-renewal;
 - (b) there is no right to engage the **DISCOVERY CLAUSE** in the event of cancellation of the Policy resulting from non-payment of premium or if the "Insured Persons" are otherwise not in compliance with the terms and conditions of this Policy;
 - (c) the "Insurer's" offer of any renewal terms, conditions, limits of liability or premiums different from those of the expiring policy shall not constitute a cancellation or refusal to renew;
 - (d) the **DISCOVERY CLAUSE** shall not be cancelled or rescinded once engaged and the Additional Premium due for the period shall be fully earned at inception of the Discovery Period;
 - (e) the engagement of the **DISCOVERY CLAUSE** shall not increase the **LIMITS OF LIABILITY** otherwise available to pay "Loss";
 - (f) "Claims" made and "Prosecutions" or "Inquiries" "Begun" during the Discovery Period shall be subject to the same **LIMITS OF LIABILITY** applicable to "Claims", "Prosecutions" or "Inquiries", as the case may be, made or "Begun" during the "Policy Period".

SECTION IV - EXCLUSIONS

A. GENERAL EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS A, B, C, D and E.

Under **Insuring Agreements A, B, C, D and E** the "Insurer" shall have no obligation to defend any "Insured" or to make any payment for "Loss" or "Investigation Costs" in connection with any "Claim" or "Derivative Demand":

1. Which is insured by another valid and collectible policy or policies, including without limitation any policy of general liability insurance, professional liability insurance or any insurance policy for pollution liability or environmental liability, except with respect to any excess "Loss", or "Investigation Costs" beyond the amount or amounts of coverage under such other policy or policies, and then only when the limits of coverage under such policy or policies have been exhausted by payment by the other "Insurer(s)". The "Insurer" shall have no obligation to defend or to make any contribution to the cost of defending or to pay "Investigation Costs" in respect of any "Claim" or "Derivative Demand" insured by another policy or policies unless and until the limits of coverage under the other policy or policies have been exhausted by payment by the other "Insurer(s)";
2. For bodily injury, sickness, disease, handicap, impairment or death of any person.
However, this exclusion shall not apply:
 - (a) to "Defence Costs" in connection with a "Prosecution" against the "Insured Persons" by the Crown in Canada pursuant to Section 217.1 of the *Criminal Code of Canada* (as amended by Bill C-45) or similar provisions of any provincial or foreign "Statute" including, without limitation, the *Corporate Manslaughter and Corporate Homicide Act 2007* of the United Kingdom; or
 - (b) to any "Claim" that specifically alleges that "Wrongful Employment or Membership Practices" have been committed; or
 - (c) to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;
3. For damage to or destruction of any tangible or intangible property, including loss of use thereof;
4. For (a) false arrest, detention or imprisonment; or (b) malicious prosecution; or (c) libel, slander or defamation of character; or (d) humiliation; or (e) discrimination; or (f) wrongful entry or eviction or invasion of any right of privacy.
However, this exclusion shall not apply to any "Claim" that specifically alleges that "Wrongful Employment or Membership Practices" have been committed or to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;
5. "Based Upon":
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered against any "Insured" on or prior to the effective date of this Policy, or, if this Policy is part of a series of consecutive renewals issued by the Insurer, the effective date of the original Policy, or "Based Upon" the same or substantially the same underlying or alleged facts; or
 - (b) any "Claim" or "Derivative Demand" already made, commenced or "Begun" against any "Insured", or which arises from any fact, circumstance or situation indicating the possibility of a "Claim" or "Derivative Demand" and already known to any "Insured", upon the effective date of this Policy, or, if this Policy is part of a series of consecutive renewals issued by the "Insurer", the effective date of the original Policy;

6. By or on behalf of the "Entity", or any "Subsidiary" of the "Entity", whether directly or derivatively, except:
 - (a) where such "Subsidiary" bringing the "Claim" is acting totally independently of, and totally without the solicitation of, or assistance of, or participation of, or intervention of, any of the "Insureds" other than when the solicitation, assistance, participation or intervention of any of the "Insureds" arises from the "Insureds" engaging in "Whistleblower Activity"; or
 - (b) where the "Claim" is brought in the name of the "Entity" by way of derivative action, and totally without the solicitation of, or assistance of, or participation of, or intervention of, the governing board or body of the "Entity" other than when the solicitation, assistance, participation or intervention of the governing board or body of the "Entity" arises from the governing board or body engaging in "Whistleblower Activity"; or
 - (c) in the event of an "Insolvency" any "Claim" brought by the examiner, trustee, receiver, receiver manager, liquidator or rehabilitator (or any assignee thereof), if any, of the "Entity"; or
 - (d) where the "Claim" is made against an "Insured Person" engaging in "Whistleblower Activity".
7. If the "Claim" was first made, or the "Claim" is "Based Upon" a "Wrongful Act" which was committed, before the "Entity" became a "Subsidiary", or before the "Benefit Program" was added to this Policy by endorsement, as the case may be;
8. "Based Upon":
 - (a) the actual or threatened presence, discharge, dispersal, release, escape or disposal of "Pollutants" in or on real or personal property (immoveable or moveable), water or the atmosphere, whether such presence, discharge, dispersal, release, escape or disposal is intentional or accidental; or
 - (b) any direction or request that the "Entity" or the "Benefit Program" test for, monitor, reduce, clean up, remove, contain, treat, detoxify or neutralize "Pollutants" or any voluntary decision to do so.

However this exclusion shall not apply:

- (i) to any "Fiduciary Claim" or "Derivative Demand"; or
 - (ii) to "Loss" resulting from a "Claim" for "Wrongful Employment or Membership Practice(s)"; or
 - (iii) with respect to coverage provided under **Insuring Agreement A** of this Policy, to "Defence Costs" incurred defending the "Insured Persons" in respect of a "Claim" "Based Upon" the matters described in 8 (a) and 8 (b) above but only if such "Claim" is first brought, commenced and conducted in a jurisdiction within the territorial limits of Canada: or
 - (iv) to "Defence Costs" incurred in respect of a "Claim" "Based Upon" the matters described in 8 (a) and 8 (b) above, brought by any Member of the "Entity" in his capacity as such, whether in his own right or on behalf of the "Entity" by way of derivative action, provided that such "Claim" is brought and maintained totally without the solicitation of, assistance of, participation of or intervention of the governing board or body of the "Entity"; or
 - (v) to "Defence Costs" incurred in respect of a "Claim" "Based Upon" the matters described in 8 (a) and 8 (b) above, which alleges a violation of the *Canadian Environmental Protection Act*, S.C. 1999, c. 33, or the *Ontario Environmental Protection Act*, R.S.O. 1990, c. E-19, or similar provisions of any Canadian provincial, territorial or local environmental protection law;
9. "Based Upon" their service as directors of any for-profit entity, even if directed or requested by the "Entity" to serve as directors of such for-profit entity.
 However, this exclusion shall not apply to any "Claim" "Based Upon" their services as directors of any other non-profit entity where there is prior written consent of the "Entity";
 10. "Based Upon" any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty (including fiduciary duty) by the "Insured Persons", individually or collectively, in the discharge of their legal obligations, including without limitation any violation of the responsibilities, obligations or duties imposed by the *Pension Benefit Standards Act of Canada* R.S. 1985 c.32 (2nd Supp.), by the *Employee Retirement Income Security Act of 1974* of the United States of America, or by similar provisions of any other "Statute", solely in their capacity as fiduciaries, trustees, administrators or members of the pension committee of any pension, profit sharing, health and welfare or other employee or member benefit plan or trust which is **not** named in the "Declarations", or added to this Policy by endorsement during the "Policy Period";
 11. "Based Upon" any violation of the responsibilities, obligations or duties imposed by or pursuant to any "Statute" governing or in any way relating to a "Government Sponsored Benefit Plan".
 However, this exclusion shall not apply to any "Claim" (i) for retaliatory treatment of any claimant as a result of such claimant's exercise of rights pursuant to such "Government Sponsored Benefit Plan", or (ii) "Based Upon" any actual or alleged negligent act, error or omission solely in the "Administration" of the "Government Sponsored Benefits Plan", or (iii) for "Statutory Liabilities";

12. "Based Upon":

- (a) any breach of any contract or agreement, whether verbal or written, by the "Entity", including without limitation any commercial contractual liability of the "Entity" to an existing or potential customer, client, consumer, distributor, supplier, franchisee, franchisor, vendor, agent or representative, or any other "Third Party"; or

(b) any liability of others assumed by the "Entity" under any contract or agreement, whether verbal or written.

However, this exclusion shall not apply (i) to the "Insured Persons", or (ii) to "Defence Costs" incurred by the "Entity" in connection with "Wrongful Employment or Membership Practices" "Claims", or (iii) to the extent the liability was assumed in accordance with or under the trust agreement or equivalent document pursuant to which a "Benefit Program" was established, or (iv) to the extent the "Insured" would have been liable in the absence of such contract or agreement;

13. "Based Upon":

(a) any violation of or failure to meet the responsibilities, obligations or duties imposed by the *Canada Labour Code* or similar provisions of any other "Statute";

(b) any employer vs "Employee" conflict or dispute of any kind relating to a collective bargaining agreement.

However, this exclusion shall not apply (i) to any "Derivative Demand" or (ii) to any "Wrongful Employment or Membership Practices" "Claim" against the "Insured Persons" or the "Entity" for retaliatory treatment of any claimant as a result of such claimant's exercise of rights pursuant to the *Canada Labour Code* (R.S.C., 1985, c. L-2) or similar provisions of any other "Statute", or (iii) to any "Claim" against the "Insured Persons" or the "Entity" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement, or (iv) to any "Fiduciary Claim" made against the "Insureds" or the "Benefit Program" if the "Benefit Program" is named in the "Declarations" or added to this Policy by endorsement during the "Policy Period";

14. For taxes, duties, levies, fees, charges or any other amount due by the "Entity" to any level of government or governmental agency.

However, this exclusion shall not apply to the "Insured Persons";

15. "Based Upon" "Pay Equity", including any violation of the responsibilities, obligations or duties imposed under Section 11 of the *Canadian Human Rights Act*, the *Employment Equity Act* or similar provisions of any other "Statute".

However, this exclusion shall not apply to any "Claim" for retaliatory treatment of any claimant as a result of such claimant's exercise of rights pursuant to such "Statute";

16. "Based Upon" any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material.

17. "Based Upon":

(a) 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 cause that contributes concurrently or in any sequence to the "Loss", damage, cost or expense.

However, this exclusion shall not apply to any "Claim" that specifically alleges that "Wrongful Employment or Membership Practices" have been committed or to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;

18. "Based Upon" in whole or in part, 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 cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

19. "Based Upon" in whole or in part, "Terrorism" or 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 cause that contributes concurrently or in any sequence to the loss, damage, cost or expense;

20. "Based Upon" the rendering or failure to render any kind of professional service for others, either gratuitously or for a fee;

21. "Based Upon" "Abuse".

However, this exclusion shall not apply to any "Claim" that specifically alleges that "Wrongful Employment or Membership Practices" have been committed or to any "Claim" against the "Insured Persons" for retaliatory treatment of any claimant as a result of such claimant's exercise of collective bargaining rights or rights under any collective agreement;

22. "Based Upon" any "Data Breach".

B. BENEFIT OF DOUBT EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

1. If a "Claim" is made against an "Insured Person" alleging that the "Insured Person" committed a criminal or other intentionally dishonest act, the "Insurer" will defend and indemnify the "Insured Person", subject to the terms and conditions of this Policy, until such time as the "Insured Person" shall be held to have committed a criminal or other intentionally dishonest act by final, unappealable judgment. Once such final, unappealable judgment has occurred, however, the "Insurer" shall then have no further obligations to the "Insured Person" in question in relation to the "Claim" under this Policy, whether for defence or the payment of "Loss" or otherwise.
2. If a "Claim" is made against an "Insured Person" (i) for the return of any remuneration paid to the "Insured Person" without the prior lawful approval of the board of directors or any governing body or person whose approval is required by the by-laws or other formal procedures of the "Entity" or the "Benefit Program", or (ii) alleging that the "Insured Person" gained any other profit or advantage to which such person was not legally entitled, the "Insurer" will defend and indemnify the "Insured Person", subject to the terms and conditions of this Policy, until such time as such remuneration, profit or advantage shall be held to have been unlawful by final, unappealable judgment. Once such final, unappealable judgment has occurred, however, the "Insurer" shall then have no further obligations to the "Insured Person" in question in relation to the "Claim" under this Policy, whether for defence or the payment of "Loss" or otherwise.

C. COVERAGE FOR DEFENCE ONLY

1. The "Insurer" shall have no obligation under **Insuring Agreements C and D** to indemnify the "Entity" or the "Benefit Program" or to pay any "Damages" on its behalf with respect to "Claims":
 - (a) for salary, wages, pay in lieu of notice, termination or severance pay (including an enhancement to amounts paid as termination or severance pay or pay in lieu of notice on account of bad faith or inducement), 'back pay', bonuses, benefits, expenses (including mitigation expenses), or any other type of employment related compensation or benefit; or
 - (b) for 'front pay', future "Damages" or other future economic relief for failure to reinstate or rehire; or
 - (c) "Based Upon" "Pay Differential".

However, subject to the other terms and conditions of this Policy, the "Insurer" shall have the right and duty to defend the "Insureds" against such "Claims" and to pay the "Defence Costs" associated therewith.

2. The "Insurer" shall have no obligation under **Insuring Agreement D** to indemnify the "Insureds" or to pay "Damages" on their behalf in connection with any "Claim" for the actual or alleged benefits which are due or to become due under a "Benefit Program", or benefits which would be due under a "Benefit Program" if its terms complied with all applicable "Statutes".

However,

- (a) this exclusion shall not apply to an "Insured Person" if (i) the benefits are payable by such "Insured Person" as a personal obligation and (ii) recovery of the benefits is "Based Upon" a covered "Fiduciary Wrongful Act"; and
 - (b) subject to the other terms and conditions of this Policy, the "Insurer" shall have the right and duty to defend the "Insureds" against such "Claims" and to pay the "Defence Costs" associated therewith.
3. The "Insurer" shall have no obligation under **Insuring Agreement D** to indemnify the "Insureds" or to pay "Damages" on their behalf in connection with any "Claim":
 - (a) for failure to collect contributions owed to the "Benefit Program(s)";
 - (b) for failure to fund the "Benefit Program(s)"; or
 - (c) for the return or reversion to anyone of any contributions or assets of any "Benefit Program(s)".

However, subject to the other terms and conditions of this Policy, the "Insurer" shall have the right and duty to defend the "Insureds" against such "Claims" and to pay the "Defence Costs" associated therewith.

SECTION V - LIMITS OF LIABILITY

1. The "Insurer" shall be liable to pay all "Damages" in excess of the **Deductible** set forth on the "Declarations" up to the **LIMITS OF LIABILITY** stated in **SECTION V 2** below. One **Deductible** shall apply (i) to each and every "Loss", but only with respect to "Damages", and (ii) to each and every "Derivative Demand".
2. The **LIMITS OF LIABILITY** shall be the amounts set forth on the "Declarations", and the amount shown on the "Declarations" shall be the maximum aggregate liability of the "Insurer" with respect to all "Damages" and "Investigation Costs" arising from all "Claims" and "Derivative Demands" made or "Begun" during the "Policy Period", regardless of the number of "Insureds" involved, subject however to subsection 3 of **SECTION V** below. "Defence Costs" incurred by the "Insurer", or by the "Insureds" with the written consent of the "Insurer", are in addition to the **LIMITS OF LIABILITY**. Payment by the Insurer of "Defence Costs" shall not reduce the **LIMITS OF LIABILITY**.
3. In the event that:
 - (a) the **LIMIT OF LIABILITY** stated the "Declarations" is exhausted by the payment of "Damages" and/or "Investigation Costs"; and

- (b) a "Claim" made or "Begun" against the "Insured Persons" during the "Policy Period" which is covered under **Insuring Agreement A** of **SECTION I** remains outstanding (the Outstanding "Claim"); and
- (c) the "Insured Persons" are not covered for "Loss" arising from the Outstanding "Claim" under any other insurance policy, whether primary or excess, or are covered but the limits under the policy in question have been exhausted by the payment of "Damages" and/or "Investigation Costs",

The **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" shall apply, but only to "Damages" arising from the Outstanding "Claim". The Insurer's maximum aggregate liability for "Damages" arising from all "Claims" made or "Begun" during the "Policy Period" shall then be the sum of the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations". However, the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" shall not apply to "Damages" arising from "Claims" which are covered under **Insuring Agreements B, C, D or E**.

In the event that more than one of the "Insured Persons" is included in the same Outstanding "Claim" and the **ADDITIONAL LIMIT OF LIABILITY** is insufficient to pay all "Damages" arising from the "Claim", the **ADDITIONAL LIMIT OF LIABILITY** shall be prorated among the "Insured Persons" in proportion to their respective legal liability for the awards of "Damages" (i) unless otherwise mutually agreed upon by such "Insured Persons" and the "Insurer", or (ii) unless a court of competent jurisdiction shall decide otherwise.

- 4. "Claims" "Based Upon" the same "Wrongful Act(s)", or "Interrelated Wrongful Acts", committed by one or more "Insureds", shall be considered a single "Loss" and the "Insurer's" liability for "Damages" arising from such single "Loss" shall be limited to the **LIMITS OF LIABILITY** stated in **SECTION V 2** above.

"Derivative Demands" "Based Upon" the same "Wrongful Act(s)", or "Interrelated Wrongful Acts", committed by one or more "Insureds", shall be considered a single "Derivative Demand" and the "Insurer's" liability for "Investigative Costs" arising from such single "Derivative Demand" shall be limited to the **LIMITS OF LIABILITY** stated in **SECTION V 2** above.

- 5. Where "Loss" covered under this Policy is due and payable in accordance with the terms of this Policy, it shall be paid in the following order, unless a court of competent jurisdiction shall decide otherwise:
 - (a) firstly, and to the extent that the **LIMITS OF LIABILITY** permit, to the "Insured Persons" where such "Loss", or portion thereof, is payable under **SECTION I, INSURING AGREEMENTS A or D 1**. However, in the event that more than one of the "Insured Persons" is legally liable or has incurred the same "Loss" and such "Loss" is due and payable at the same time to or on behalf of one or more than one of the "Insured Persons" under this Policy, the total amount of such "Loss" and the **Deductible**, if applicable, shall be prorated amongst the "Insured Persons" in proportion to their respective legal liability for that "Loss" unless otherwise mutually agreed by such "Insured Persons" and the "Insurer";
 - (b) secondly, to the extent that all "Loss" due and payable under (a), above, has been paid and the **LIMITS OF LIABILITY** permit, to the "Entity" or the "Benefit Program" in respect of the "Loss", or portion thereof, payable under **SECTION I, INSURING AGREEMENTS B or D 2**;
 - (c) thirdly, to the extent that all "Loss" due and payable under (a) or (b), above, has been paid and the **LIMITS OF LIABILITY** permit, to the "Entity" or the "Benefit Program", in respect of "Loss" payable under **SECTION I, INSURING AGREEMENTS C or D 3**.
 - (d) fourthly, to the extent that all "Loss" due and payable under (a), (b) or (c) above has been paid and the **LIMITS OF LIABILITY** permit, to the "Entity" and/or the "Insured Persons", in respect of "Investigation Costs" incurred by them which are payable under **Insuring Agreement E**.
- 6. The "Insured" shall only pay one **Deductible** applicable and as stated on the "Declarations" in respect of the sum of all "Damages" arising from a "Claim" or "Investigation Costs" arising from a "Derivative Demand" which is covered in part under more than one of **Insuring Agreements A, B, C, D and E**. The applicable **Deductible** applicable shall be whichever is greater.

Except as otherwise specified in any endorsements attached to this Policy, the "Entity" agrees that, with respect to each and every "Claim", to reimburse the Insurer's payment of "Damages" or, with respect to each and every "Derivative Demand", to reimburse the "Insurer's" payment of "Investigation Costs", up to the amount of the applicable **Deductible** set forth on the "Declarations".

The "Insurer" may pay part or all of the **Deductible** to effect settlement of any "Claim" or suit and upon notification of the action taken, the "Entity" shall promptly reimburse the "Insurer" for such part of the **Deductible** as has been paid by the "Insurer".

SECTION VI - DEFENCE AND SETTLEMENT

- 1. The "Insurer" shall have the right and the duty to defend, with respect to such insurance as is afforded by this Policy, any "Claim" against any of the "Insureds" covered under the terms of this Policy and shall have the right to make such investigation of any "Claim" as it deems expedient, but the "Insurer" shall not settle any "Claim" without the written consent of the "Insureds" who are the subject of the "Claim".
- 2. The right and duty of the "Insurer" to defend any "Claim" or "Claims" made during the "Policy Period" and all the "Insurer's" obligations with respect to "Defence Costs" and "Investigation Costs" under this Policy shall terminate at the earlier of:

- (a) the date on which the "Insurer" tenders to the "Insureds" the remainder of the **LIMIT OF LIABILITY** stated on the "Declarations" or the remainder of the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" if available under subsection 3 of **SECTION V**, in respect of any "Damages" and/or "Investigation Costs" or aggregation of "Damages" and/or "Investigation Costs" payable under the Policy arising from "Claims" and/or "Derivative Demands" for which notice has been given in the same "Policy Period", or
- (b) the date on which the **LIMIT OF LIABILITY** stated on the "Declarations", or the **LIMIT OF LIABILITY** stated on the "Declarations" and the **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations", if available under subsection 3 of **SECTION V**, is exhausted by the payment of any "Damages" and/or "Investigation Costs" or aggregation of "Damages" and/or "Investigation Costs" payable under this Policy arising from "Claims" and/or "Derivative Demands" for which notice has been given in the same "Policy Period".
3. No "Defence Costs" or "Investigation Costs" shall be incurred, nor shall any settlements of "Claims" be made, without the Insurer's consent, such consent not to be unreasonably withheld. However, in the event of such consent being given, the "Insurer" will pay, subject to the provisions of **SECTION V** and of this Policy generally, such "Defence Costs" or "Investigation Costs" and "Loss" resulting from settlements of "Claims" or "Derivative Demands".
- 4 (a) In any "Claim" or "Derivative Demand" against the "Insureds" and any other party or parties who are not "Insureds" under this Policy, the "Defence Costs" or "Investigation Cost" for which the "Insurer" is responsible shall be limited to those incurred on behalf of and for the principal benefit of the "Insureds" as distinguished from any such other party or parties who are not "Insureds", who shall bear responsibility for their fair share of the "Defence Costs" or "Investigation Costs". In such circumstances the "Insurer" and the "Insureds" and the party or parties who are not "Insureds" will endeavour in good faith to establish, at the earliest opportunity:
- i) a proportional basis for the fair allocation of the "Defence Costs" or "Investigation Costs" that reflects the actual exposure of each of the parties; and
 - ii) agreement as to the retention of counsel and the carriage and conduct of the defence or the investigation.
- (b) In any "Claim" or "Derivative Demand" against the "Insureds" with respect to which one or more "Insureds" are entitled to coverage under this Policy but other "Insureds" are not, the "Defence Costs" or "Investigation Costs" for which the "Insurer" is responsible shall be limited to 100% of all "Defence Costs" or "Investigation Costs" incurred by the "Insureds" in respect of the "Claim", and the balance of 0% shall be paid by the "Insureds" who are not entitled to coverage.
- (c) In any "Claim" or "Derivative Demand":
- i) against the "Insured Persons" with respect to which the "Insured Persons" are entitled only to partial coverage under this Policy, the "Defence Costs" or "Investigation Costs" for which the "Insurer" is responsible shall be limited to 100% of all "Defence Costs" or "Investigation Costs" incurred by the "Insured Persons" or by the "Entity" on their behalf in respect of the "Claim" or "Derivative Demand", and the balance of 0% shall be paid by the "Insured Persons".
 - ii) against the "Entity" with respect to which the "Entity" is entitled only to partial coverage under this Policy, the "Defence Costs" or "Investigation Costs" for which the "Insurer" is responsible shall be limited to 100% of all "Defence Costs" or "Investigation Costs" incurred by the "Entity" in respect of the "Claim" or "Derivative Demand", and the balance of 0% shall be paid by the "Entity".

However, if the "Insured Persons" are covered under **Insuring Agreements A or D 1** with respect to the "Claim" described in the foregoing subparagraph (b), the "Insurer" will pay the share of "Defence Costs" attributable to the "Entity".

- (d) In the event that the "Insurer" and the "Insureds" and the party or parties who are not "Insureds" are unable to agree on the allocation of "Defence Costs" or "Investigation Costs" or the retention of counsel or the carriage and conduct of the "Insureds" defence against a "Claim" or "Derivative Demand" described in this subsection 4 of **SECTION VI**, then any of them may, by written notice, require that the disputed issue be settled by binding "Arbitration" before a single arbitrator. The binding "Arbitration" shall occur as soon as possible, according to the rules agreed on by the parties. Failing agreement on the arbitrator, the rules of binding "Arbitration" or the schedule of hearing dates, the binding "Arbitration" shall proceed as determined by a court of competent jurisdiction.

SECTION VII - NOTICE OF CLAIM OR DERIVATIVE DEMAND

1. If, during the "Policy Period", any past, present, or future President, Chief Executive Officer, Executive Director, Chief Financial Officer or Treasurer or anyone holding an equivalent position with the "Entity" shall become aware of a "Claim" or "Derivative Demand" for which coverage would be afforded by this Policy, the "Insured" shall, as a condition precedent to any and all obligations of the "Insurer" under this Policy, give written notice thereof to the Authorized Agent as soon as practicable and in no event later than ninety (90) days after the expiration of the "Policy Period", or the Discovery Period if the **DISCOVERY CLAUSE** is engaged, within which the "Claim" or "Derivative Demand" was first made or "Begun".

If the "Insureds" shall fail to give timely notice of a "Claim" or "Derivative Demand" to the Authorized Agent and the "Insurer" suffers prejudice therefrom, the "Insureds" shall forfeit their entitlement to indemnity, defence or any other coverage or benefit in respect of the "Claim" or "Derivative Demand" under this Policy.

2. If, during the "Policy Period", any past, present, or future President, Chief Executive Officer, Executive Director, Chief Financial Officer or Treasurer or anyone holding an equivalent position with the "Entity" shall become aware of any facts or circumstances which may reasonably be expected to give rise to a specific "Claim" or "Derivative Demand" for which coverage would be afforded by this Policy, and written notice of such facts or circumstances and the anticipated "Claim" or "Derivative Demand" is given as soon as practicable to the "Insurer" during the "Policy Period", then the "Claim(s)" or "Derivative Demand(s)" subsequently arising from such facts or circumstances shall be deemed to have been made or "Begun" during the "Policy Period" in which the facts or circumstances were reported.
3. If the "Insureds" give notice to the Authorized Agent of a "Claim" or "Derivative Demand" under **Section VII** 1, then any subsequent "Claim" or "Derivative Demand" "Based Upon" essentially the same facts, "Wrongful Acts" or "Interrelated Wrongful Acts" shall be aggregated with and deemed to be the same as the "Claim" or "Derivative Demand" which was first reported, as the case may be.
4. All such aggregated "Claims" or "Derivative Demands" shall attach to the "Policy Period" during which the first "Claim" or "Derivative Demand" was reported and shall be subject to the same **LIMITS OF LIABILITY** stated on the "Declarations", or the sum of the same **LIMITS OF LIABILITY** on the "Declarations" and the same **ADDITIONAL LIMIT OF LIABILITY** stated on the "Declarations" if available under subsection 3 of **SECTION V**.
5. The "Insureds" shall, as a condition precedent to any and all obligations of the "Insurer" under this Policy, give to the Authorized Agent such information, financial guarantees, and cooperation as it may reasonably require, including but not limited to a description of the "Claim" or "Derivative Demand", or the facts or circumstances, the nature of the specific "Wrongful Act", the nature of the alleged or potential "Loss", the names of actual or potential claimants or complainants, and the manner in which the "Insureds" first became aware of the "Claim", "Derivative Demand" or facts or circumstances.
6. Notice hereunder shall be given to the Authorized Agent of the "Insurer" for the purpose of any notice required to be given to the "Insurer" under the terms and conditions of this Policy
7. After notice is given as provided in **SECTIONS VII** 1 and 2 above, the "Insureds" shall, as a condition precedent to any and all obligations of the "Insurer" under this Policy, as soon as practicable, furnish the Authorized Agent with copies of reports, investigations, pleadings and all other documents reasonably connected with the "Claim" or "Derivative Demand" in question. At any time after notice is given, the Authorized Agent shall have the right to examine any "Insured Person" under oath for the purpose of investigating the coverage available.

SECTION VIII - GENERAL CONDITIONS

1. **WARRANTY:** By acceptance of this Policy, the "Insureds" warrant that the information and statements contained in the "Application" and the "Application Information" are true, correct and complete, and acknowledge that the "Application" and the "Application Information" constitute the basis of this Policy and are to be considered as incorporated in and constituting part of this Policy.

However, in respect of this **WARRANTY**, the "Application" and the "Application Information":

- (a) this Policy shall be construed as a separate agreement with each "Insured"; and
- (b) each "Insured Person" shall be bound only by misstatements, misrepresentations or omissions of which they had personal knowledge.

Nothing in this **SECTION VIII** 1 shall be construed to increase the Insurer's maximum aggregate liability as set forth in **SECTION V** of this Policy.

2. **SEVERABILITY:**

- (a) For the purposes of applying the **EXCLUSIONS** under this Policy, this Policy shall be construed as a separate agreement with each "Insured".
- (b) For the purpose of determining the applicability of the **EXCLUSIONS** to the "Insured Persons", or any of them, the "Wrongful Act" of any one of the "Insured Persons" shall not be imputed to any other "Insured Person".
- (c) For the purpose of determining the applicability of the Exclusions to the "Entity", the "Wrongful Act" of any one or more of the duly elected or appointed President, Chief Executive Officer, Executive Director, Chief Financial Officer or Treasurer of the "Entity", whether acting jointly or severally, shall be imputed to the "Entity".

Nothing in this **SECTION VIII** 2 shall be construed to increase the Insurer's maximum aggregate liability as set forth in **SECTION V** of this Policy.

3. **CANCELLATION:** This Policy may be cancelled by the "Entity" at any time by mailing written notice to the "Insurer" or by the surrender of this Policy to the Insurer. If this Policy is cancelled by the "Entity", the "Insurer" shall refund to the "Entity" the unearned premium, computed in accordance with the Insurer's standard pro-rata table.

This Policy may also be cancelled by the "Insurer" only (i) in the event of non-payment of premium by the "Entity", (ii) by providing to the "Entity's" insurance broker written notice of its intent not to renew this Policy or (iii) at such other time as mutually agreed upon by the "Insurer" and the "Entity".

In the event of non-payment of premium by the "Entity", the "Insurer" shall deliver to the "Entity" or mail to the "Entity" by registered, certified or other first class mail, at the "Entity's" address shown in this Policy, a written notice stating when, not

less than fifteen (15) days thereafter, the cancellation shall become effective. Such notice, if delivered, shall be deemed to be received by the "Entity" on the date of its delivery or, if mailed, on the date it is deposited in the post office.

4. **ACTION AGAINST INSURER:** No action shall be taken 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 the "Insureds" to determine their liability, nor shall the "Insurer" be impleaded by the "Insureds" or their legal representatives.

The "Insolvency" of any of the "Insureds", or of their respective estates, shall not relieve the "Insurer" of any of its obligations hereunder.

5. **CHOICE OF LAW AND JURISDICTION**

This Policy will be governed by the and construed in accordance with the laws of Canada, its provinces or its territories. Any suit or action against the Insurer regarding coverage must be brought exclusively before a court of competent jurisdiction in Canada.

6. **MERGER, ACQUISITION, CONSOLIDATION or LOSS OF CONTROL:** In the event that fifty percent (50%) or more of the voting shares of the "Entity" named on the "Declarations" are acquired by any person, entity or group of affiliated persons or entities other than whoever was holding said shares at the effective date stated on the "Declarations", or in the event that the "Entity" named on the "Declarations", or any "Benefit Program" named on the "Declarations" or otherwise added to this Policy by endorsement, merges or amalgamates with or is consolidated into another entity or into another "Benefit Program", or otherwise ceases to govern and administer its own affairs, written notice thereof shall be given to the "Insurer" as soon as practicable, and in no event later than ninety (90) days thereafter, together with such information as the "Insurer" may request.

Effective the date of such merger, acquisition, consolidation or loss of control:

- (a) the entire Premium charged for this Policy will be deemed to be fully earned and no refund will be paid; and
- (b) this Policy shall only apply to "Wrongful Acts" and "Fiduciary Wrongful Acts" committed on or before the effective date of such merger, acquisition, consolidation or loss of control and to any "Claims" or "Derivative Demands" made prior to the expiration of the "Policy Period" unless the Insurer, at its option, agrees to insure the surviving entity or the surviving "Benefit Program's".

If the "Insurer" elects to not insure the surviving entity or "Benefit Program's", the "Entity" or the surviving entity shall have the right to exercise the **DISCOVERY CLAUSE**. Should the **DISCOVERY CLAUSE** be exercised by the "Entity" or the surviving entity or surviving "Benefit Program's", the extension of coverage shall be limited to "Insured Persons", "Entity" and "Benefit Program's" as they existed prior to such merger, acquisition, consolidation or loss of control.

7. **SUBROGATION:** In the event of any payment under this Policy, the "Insurer" shall be subrogated to the extent of such payment in all the rights and recourses of the "Insureds". The "Insureds" shall execute all papers required and shall do everything that may be necessary to secure such actual or potential rights, including the execution of such documents as may be necessary to enable the "Insurer" effectively to bring suit in the name of the "Insureds".

The "Insurer" shall not exercise its rights of subrogation against an "Insured Person" unless and to the extent that any of the **EXCLUSIONS** in subsection **B: BENEFIT OF DOUBT EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** of **SECTION IV, EXCLUSIONS** of this Policy applies to such "Insured Person".

8. **CURRENCY:** "Loss" shall be paid in the legal currency of Canada. In the event that judgment is rendered or a settlement is denominated in a currency other than Canadian dollars, payment under this Policy shall be made in Canadian dollars at the rate of exchange published in The Globe and Mail on the date the final judgment becomes enforceable or the amount of settlement is agreed upon, respectively.

9. **PRESUMPTIVE INDEMNIFICATION:** For purposes of the coverage afforded to "Insured Persons" by this Policy, the "Entity" and any "Benefit Program" shall be deemed conclusively to have indemnified the "Insured Persons" for any "Claim" or "Loss" for which it is permitted or required by law to indemnify them, unless the "Entity" or the "Benefit Program" is in "Insolvency".

If for any reason, other than "Insolvency", the "Entity" or the "Benefit Program" refuses to indemnify its "Insured Persons" for any "Claim" or "Loss" for which it is permitted or required by law to indemnify them, the "Insurer" will pay the "Claim" or "Loss" on behalf of the "Insured Persons". In such instances, the "Insurer" shall have the contractual right hereunder to recover from the "Entity" or the "Benefit Program" the amount of such "Claim" or "Loss" equal to the **Deductible** set forth on the "Declarations" not satisfied by the "Entity" or the "Benefit Program" and the "Insurer" shall be subrogated to the rights of the "Insured Persons" insured hereunder.

10. **TERRITORY:** This Policy shall apply to "Claims" or "Derivative Demands" made against any "Insured" anywhere in the world.

SECTION IX - ENTITY AS AGENT

By acceptance of this Policy, the "Insureds" agree that unless:

- (a) there exists a real and present conflict between their interests and those of the "Entity"; and
- (b) written notice of the conflict has been given to the "Entity" and the "Insurer"; the "Entity" shall act on behalf of all "Insured Persons":
 - (i) in preparing, signing and submitting the "Application" and "Application Information" to the "Insurer";
 - (ii) in paying premiums due to the "Insurer";
 - (iii) in providing notice under subsection 1 of **SECTION III**;
 - (iv) in agreeing on allocation, the retainer of counsel or the carriage and conduct of the defence, as the case may be, under subsection 4 of **SECTION VI** or in arbitrating any dispute under subsection 4 of **SECTION VI**;
 - (v) in giving notice of any "Claim" or "Derivative Demand" under subsection 1 of **SECTION VII** or of facts or circumstances under subsection 2 of **SECTION VII**;
 - (vi) in cancelling this Policy or receiving notice of cancellation under subsection 3 of **SECTION VIII**;
 - (vii) in receiving any return premiums that may be due under this Policy;
 - (viii) in providing cooperation under subsection 5 of **SECTION VII**;
 - (ix) in providing notice under subsection 5 of **SECTION VIII**.

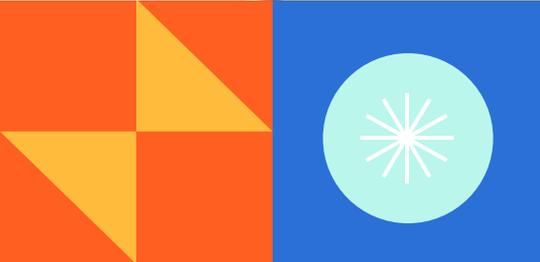
PENDING AND PRIOR WRONGFUL ACTS AMENDMENT ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE NOT FOR PROFIT DIRECTORS' AND OFFICERS' LIABILITY FORM TO WHICH IT IS ATTACHED.

In reliance on the statements in the application, and subject to the "Declarations" and all of the terms, exclusions, conditions and limitations of this Policy, it is hereby stated and agreed that Exclusion 5. of subsection **A** of **SECTION IV - EXCLUSIONS** of this Policy is deleted in its entirety and replaced by the following:

5. "Based Upon" any fact, circumstance or situation:
- (a) (i) which has been the subject of any written notice given, prior to the effective date of this Policy, or, if this Policy is part of a series of consecutive renewals issued by the Insurer, the effective date of the original Policy, under any policy providing coverage for Directors' and Officers' Liability; or
 - (ii) which has been the subject of any written notice given to the "Insurer" under any Directors' and Officers' Liability Policy of which this Policy is a direct or indirect renewal or replacement;
 - (b) alleged in any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding pending against any "Insured" on or prior to the effective date of this Policy, or, if this Policy is part of a series of consecutive renewals issued by the Insurer, the effective date of the original Policy, or "Based Upon" the same or substantially the same underlying or alleged facts

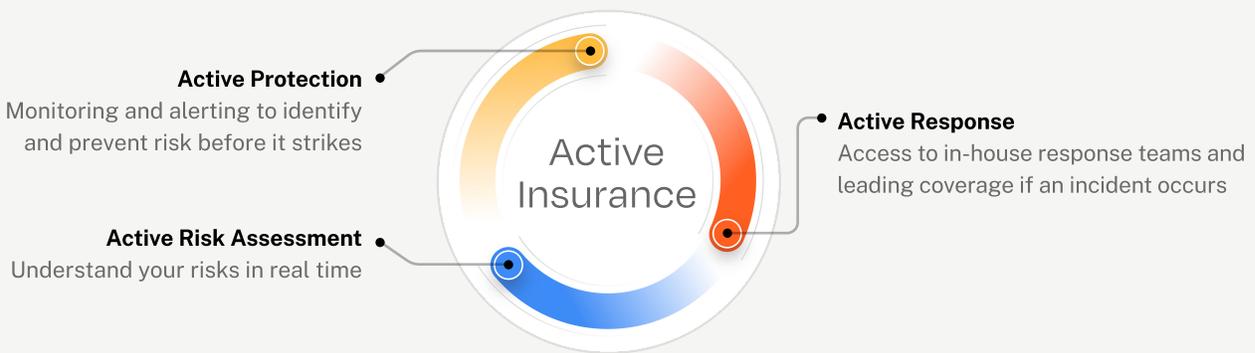
Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.



Digital Risk, **Solved**

Coalition is the leading provider of Active Insurance. By combining the power of technology and insurance, we help organizations identify, mitigate, and respond to digital risks.

Our unique approach



Active Protection in Coalition Control

Coalition offers comprehensive and innovative cyber insurance products to help protect your business and keep it up and running. Coalition also actively monitors its policyholders' risks through proprietary cybersecurity tools and 24/7 cyber security experts are available to help you respond to a cyber incident. In addition, Coalition Control provides policyholders access to the following tools to help them mitigate cyber risks:



Attack Surface Monitoring

Improve security hygiene with continuous monitoring of all your company's digital assets, including infrastructure, applications, IT and data exposures.



Security Notifications

Stay up to date with dashboard and email notifications of day to day tasks and security notifications on all critical vulnerabilities discovered on your organization's attack surface.



Third-Party Risk Management

Monitor suppliers and vendors for risks as an extension of your organization that may pose a threat.



Partner Technology

Coalition partners with leading cybersecurity companies to offer the right tools to address risks, vulnerabilities, and contingencies. Policyholders can access savings on solutions from leading security providers. Available partner solutions include security awareness training, phishing protection, endpoint detection and response, and more.

COALITION CYBER AND TECHNOLOGY POLICY 2.0
POLICY DECLARATIONS

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE.

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Filing Policy No.: C-4NEV-037803-CYBER-2024
 Renewal of: C-4NEV-037803-CYBER-2023

Item 1. Named Insured ALGOMA NURSE PRACTITIONER - LED CLINIC
Address 443 Northern Avenue
 Sault Ste. Marie, ON P6A 5L3

Item 2. Policy Period From: March 31, 2024 (Effective Date)
 To: March 31, 2025 (Expiration Date)
Both dates 12:01 A.M. at the address stated in Item 1.

Item 3. Policy Premium	Premium	\$4,217.00
	Policy Fee	\$100.00
	Total	\$4,317.00

Item 4.	Aggregate Policy Limit of Liability	\$2,000,000
	Per Event Limit of Liability	\$2,000,000
	Aggregate Retention	\$18,750

Item 5. Insuring Agreement(s) purchased, Limits of Liability, and Retentions
Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insured Agreements purchased. The Aggregate Retention shown above is the most the Insured will pay towards Retentions regardless of the number of claims or events covered under this Policy.

THIRD PARTY LIABILITY COVERAGES	Limit / Sub-Limit	Retention / Sub-Retention
Insuring Agreement		
THIRD PARTY SECURITY AND PRIVACY		
A. NETWORK AND INFORMATION SECURITY LIABILITY	\$2,000,000	\$2,500
B. REGULATORY DEFENCE AND PENALTIES	\$2,000,000	\$2,500

C. PCI FINES AND ASSESSMENTS	\$2,000,000	\$2,500
D. FUNDS TRANSFER LIABILITY	\$2,000,000	\$2,500
TECHNOLOGY AND MEDIA PROFESSIONAL		
E. TECHNOLOGY ERRORS & OMISSIONS	N/A	N/A
F. MULTIMEDIA CONTENT LIABILITY	\$2,000,000	\$2,500
FIRST PARTY COVERAGES		
	Limit / Sub-Limit	Retention / Sub-Retention
Insuring Agreement		
EVENT RESPONSE		
G. BREACH RESPONSE SERVICES Limit is separate from and in addition to the Aggregate Policy Limit of Liability	\$2,000,000	\$0
H. BREACH RESPONSE COSTS Limit is separate from and in addition to the Aggregate Policy Limit of Liability	\$2,000,000	\$2,500
I. CRISIS MANAGEMENT AND PUBLIC RELATIONS	\$2,000,000	\$2,500
J. RANSOMWARE AND CYBER EXTORTION	\$2,000,000	\$2,500
K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	\$2,000,000	\$2,500 i. Waiting period: 8 Hours ii. Enhanced waiting period: 1 Hour
L. PROOF OF LOSS PREPARATION EXPENSES	\$50,000	\$2,500
M. DIGITAL ASSET RESTORATION	\$2,000,000	\$2,500
N. COMPUTER REPLACEMENT AND BRICKING	\$2,000,000	\$2,500
O. REPUTATIONAL HARM LOSS	\$1,000,000	Reputation waiting period: 14 Days
P. COURT ATTENDANCE		i. Per day/per person limit: \$250 ii. Limit: \$50,000
Q. CRIMINAL REWARD	\$50,000	N/A
CYBER CRIME		
R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING	\$250,000	\$12,500
S. SERVICE FRAUD INCLUDING CRYPTOJACKING	\$100,000	\$2,500
T. PHISHING	\$50,000	\$2,500
U. INVOICE MANIPULATION	\$250,000	\$2,500

Item 6. Pre-Claim Assistance \$1,050

Item 7. Professional Services N/A

Item 8. Insurers and Quota Share Percentage

Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Arch Insurance Canada Ltd.	CYP1048094-02	50%	\$1,000,000	\$2,108
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010160SS24)	CYP1048094-02	30%	\$600,000	\$1,265
HDI Global Specialty SE	CYP1048094-02	20%	\$400,000	\$843

The obligations of each Insurer in this Item 8. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.

Item 9. Notification of incidents, claims, or potential claims

By Email
 Attn: Coalition Claims
 claims@coalitioninc.ca

By Phone
 1.833.866.1337

By Mail
 1600-925 Georgia Street West
 Vancouver, BC V6C 3L2

Item 10. Retroactive Date

Full Prior Acts Coverage

Item 11. Continuity Date

March 31, 2022

Item 12. Optional Extended Reporting Period

Additional premium: N/A
 Extended period: N/A

Item 13. Choice of Law

ON

Item 14. Breach Response Services Advisor

Coalition, Inc.

Item 15. Endorsements and Forms Effective at Inception

POLICY DECLARATIONS (CAN)	CYBCAN 0009 0420
SIGNATURE PAGE ARCH (CAN)	10 ML0002 56 10 12
SIGNATURE PAGE HDI (CAN)	CYCAP-00NT-000003-1223-01
COALITION CYBER AND TECHNOLOGY POLICY 2.0	CYBCAN 0001 0821
SERVICE OF SUIT ENDORSEMENT	CYBCAN 0005 0420
REPUTATION REPAIR ENDORSEMENT	CYBS 0005 0420
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	CYBCAN 0011 0520
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	CYBCAN 0010 0520
QUOTA SHARE ENDORSEMENT	CYBS 0021 0221
WRONGFUL COLLECTION EXCLUSION	CYBCAN 0015 1020
\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT	CYCAP-00EN-000007-1022-01



Coalition Insurance Solutions Canada Inc.
1600-925 Georgia Street West
Vancouver, BC V6C 3L2
Producer Code: 1043474

RESPONSE	
MULTI-FACTOR AUTHENTICATION (MFA) RETENTION	CYBS 0001 0420
REDUCTION	
WAR EXCLUSION - AMENDED	CYCAP-00EN-000012-0323-01

THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER AND TECHNOLOGY ERRORS & OMISSIONS POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.

A handwritten signature in black ink, appearing to read 'JL Mott', written over a horizontal line.

Authorized Representative

March 10, 2024

Date

Coalition Insurance Solutions Canada Inc.



Coalition Insurance Solutions Canada Inc.
1600-925 Georgia Street West
Vancouver, BC V6C 3L2
Producer Code: 1043474

IN WITNESS WHEREOF, Arch Insurance Canada Ltd. has caused this policy to be executed and attested.

A handwritten signature in blue ink, appearing to read "Gale Lockbaum", with a horizontal line extending to the right.

Gale Lockbaum

A handwritten signature in blue ink, appearing to read "Will Wallace", with a horizontal line extending to the right.

Will Wallace

IN WITNESS WHEREOF, HDI Global Specialty SE has caused this policy to be executed and attested.



HDI
HDI Global Specialty SE, Canada
Managing Director & Chief Agent

Chief Agent and Managing Director, HDI Global
Specialty SE (Canada Branch)

For purposes of the *Insurance Companies Act* (Canada), this document was issued in the course of HDI Global Specialty SE's insurance business in Canada.



COALITION CYBER AND TECHNOLOGY POLICY 2.0

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE.

SECTION I

INTRODUCTION

This Policy is a contract of insurance between the **named insured** and **us**. This Policy includes and must be read together with the Declarations page and any Endorsements.

The insurance provided under this Policy for **claims** made against **you** is on a claims made and reported basis, and applies to **claims** only if they are first made against **you** during the **policy period** and reported to **us** in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED, or during any applicable Optional Extended Reporting Period. **Claim expenses** reduce the applicable Limits of Liability and are subject to retentions.

Please note that the terms in bold lower case print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.

SECTION II

WHAT WE COVER – OUR INSURING AGREEMENTS

In consideration of the **named insured's** payment of the premium, in reliance upon the information provided to **us**, including in and with the **application**, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, **we** agree to provide the following insurance coverage provided that:

1. The **claim** is made against **you** during the **policy period**, and is reported to **us** during the **policy period** or any applicable Optional Extended Reporting Period;
2. The **event** first took place after the **retroactive date** and before the end of the **policy period**; and
3. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.

THIRD PARTY LIABILITY COVERAGES

THIRD PARTY SECURITY AND PRIVACY

A. NETWORK AND INFORMATION SECURITY LIABILITY

We will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **security failure, data breach, or privacy liability**.

B. REGULATORY DEFENCE AND PENALTIES

We will pay on **your** behalf **claim expenses** and **regulatory penalties** that **you** become legally obligated to pay resulting from a **claim** against **you** in the form of a **regulatory proceeding**.

C. PCI FINES AND ASSESSMENTS

We will pay on **your** behalf **PCI fines and assessments** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **security failure** or **data breach** compromising payment card data.

D. FUNDS TRANSFER LIABILITY

We will pay on **your** behalf **claim expenses** and **funds transfer liability loss** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **funds transfer liability**.

TECHNOLOGY AND MEDIA PROFESSIONAL

E. TECHNOLOGY ERRORS AND OMISSIONS

We will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **technology and professional services wrongful act**.

F. MULTIMEDIA CONTENT LIABILITY

We will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **multimedia wrongful act**.

FIRST PARTY COVERAGES

EVENT RESPONSE

G. BREACH RESPONSE SERVICES

We will pay on **your** behalf **breach response services** resulting from an actual or suspected **security failure, data breach, cyber extortion, funds transfer fraud, or phishing attack**, first discovered by **you** during the **policy period**.

H. BREACH RESPONSE COSTS

We will pay on **your** behalf **breach response costs** resulting from an actual or suspected **security failure** or **data breach** first discovered by **you** during the **policy period**.

I. CRISIS MANAGEMENT AND PUBLIC RELATIONS

We will pay on **your** behalf **crisis management costs** resulting from a **public relations event** first discovered by **you** during the **policy period**.

J. RANSOMWARE AND CYBER EXTORTION

We will pay on **your** behalf **cyber extortion expenses** resulting from **cyber extortion** first discovered by **you** during the **policy period**.

K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE

We will pay **business interruption loss, contingent business interruption loss, and extra expenses** that **you** incur during the **indemnity period** directly resulting from the partial or complete interruption of **computer systems** for a period longer than the **waiting period** caused by a **security failure** or **systems failure** first discovered by **you** during the **policy period**.

The period of time set forth in Item 5.K.ii. of the Declarations will be the **waiting period** for any interruption of **computer systems** caused by a **denial of service attack** where a DDoS mitigation vendor from our list of **panel providers** is utilized at the time of such **denial of service attack**.

The period of time set forth in Item 5.K.i. of the Declarations will be the **waiting period** for all other causes of interruption of **computer systems**, or where the interruption of **computer systems** is caused by a **denial of**

service attack and a DDoS mitigation provider from our list of **panel providers** is not utilized at the time of such **denial of service attack**.

L. PROOF OF LOSS
PREPARATION EXPENSES

We will pay on **your** behalf **proof of loss preparation expenses**.

M. DIGITAL ASSET
RESTORATION

We will pay on **your** behalf **restoration costs** that **you** incur because of the alteration, destruction, damage, theft, loss, or inability to access **digital assets** directly resulting from a **security failure** or **systems failure** first discovered by **you** during the **policy period**.

N. COMPUTER
REPLACEMENT AND
BRICKING

We will pay on **your** behalf **computer replacement costs** that **you** incur resulting from a **security failure** first discovered by **you** during the **policy period**.

O. REPUTATIONAL HARM
LOSS

We will pay **reputational harm loss** that **you** incur during the **reputation indemnity period** solely and directly resulting from an **adverse publication** first published during the **policy period** specifically concerning a **security failure, data breach, cyber extortion, or privacy liability** first discovered by **you** and reported to **us** during the **policy period**.

The **reputation waiting period** for any **reputational harm loss** will be the period of time set forth in Item 5.O. of the Declarations.

P. COURT ATTENDANCE

We will pay **you court attendance costs** set forth in Item 5.P.i. of the Declarations, subject to the maximum amount set forth in Item 5.P.ii. of the Declarations.

Q. CRIMINAL REWARD

We will pay on **your** behalf, in **our** discretion, **criminal reward costs**.

CYBER CRIME

R. FUNDS TRANSFER
FRAUD, PERSONAL
FUNDS FRAUD, AND
SOCIAL ENGINEERING

We will pay **funds transfer loss** that **you** incur resulting from a **funds transfer fraud** or **personal funds fraud** first discovered by **you** during the **policy period**.

S. SERVICE FRAUD
INCLUDING
CRYPTOJACKING

We will pay on **your** behalf **service fraud loss** that **you** incur resulting from a **security failure** first discovered by **you** during the **policy period**.

T. PHISHING

We will pay on **your** behalf **phishing response services** that **you** incur resulting from a **phishing attack** first discovered by **you** during the **policy period**.

U. INVOICE MANIPULATION

We will pay **you invoice manipulation loss** that **you** incur resulting from any **invoice manipulation** first discovered by **you** during the **policy period**.

SECTION III

EXCLUSIONS – WHAT IS NOT COVERED	This Policy does not apply to and we will not make any payment for any claim expenses, damages, loss, breach response costs, breach response services, regulatory penalties, PCI fines and assessments , or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:
A. BODILY INJURY	Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any claim for mental anguish or emotional distress under Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY and II.E, MULTIMEDIA CONTENT LIABILITY.
B. CONFISCATION	Confiscation, nationalization, requisition, destruction of, or damage to any property, computer systems , software, or electronic data by order of any governmental or public authority.
C. CONTRACTUAL LIABILITY	Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply: <ol style="list-style-type: none">1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.H, BREACH RESPONSE COSTS, to your obligations to maintain the confidentiality or security of personally identifiable information or third party corporate information;2. with respect to the coverage provided by Section II.E., TECHNOLOGY ERRORS AND OMISSIONS, any unintentional breach of a written contract to provide technology services or technology products;3. with respect to the coverage provided by Section II.F, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract;4. with respect to the coverage provided by Section II.C, PCI FINES AND ASSESSMENTS; or5. to the extent you would have been liable in the absence of such contract or agreement.
D. DIRECTOR & OFFICERS LIABILITY	Any act, error, omission, or breach of duty by any director or officer in the discharge of his or her duty if the claim is brought by or on behalf of the named insured, subsidiary , or any principals, directors, officers, stockholders, members, or employees of the named insured or subsidiary .
E. DISCRIMINATION	Any discrimination of any kind.
F. EMPLOYMENT PRACTICES	Any employer-employee relations, policies, practices, acts, or omissions. However, this exclusion will not apply to a claim by a current or former employee under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or:

1. **breach response services** provided under Section II.G, BREACH RESPONSE SERVICES; or
 2. **breach response costs** provided under Section II.H, BREACH RESPONSE COSTS;
- involving a **security failure, data breach, cyber extortion, funds transfer fraud, or phishing attack**, as applicable to coverage Sections II.G and H, that impacts current or former **employees**.
- G. FRAUD BY A SENIOR EXECUTIVE
- Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final or non-appealable adjudication establishes that a **senior executive** committed such dishonest, fraudulent, criminal, or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.
- This exclusion will not apply to any natural person **insured** who did not participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.
- H. GOVERNMENTAL ORDERS
- Any court order or demand requiring **you** to provide **personally identifiable information** to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority. However, this exclusion will not apply to any **claim expenses, damages, and regulatory penalties** that **you** become legally obligated to pay resulting from **your** response to a **regulatory proceeding**.
- I. ILLEGAL REMUNERATION
- Any profit, remuneration, or advantage to which **you** are not legally entitled. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final or non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which **you** are not legally entitled, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.
- J. INSURED VERSUS INSURED
- Any **claim** made by or on behalf of:
1. an **insured** under this Policy; however, this exclusion will not apply to an otherwise covered **claim** made by:
 - a. an **employee** arising from a **security failure or data breach**; or
 - b. an additional insured;
 2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or
 3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.
- K. INTELLECTUAL PROPERTY
- Violation or infringement of any intellectual property right or obligation, including:
1. infringement of copyright of software, firmware, or hardware;

2. distribution or sale of, or offer to distribute to sell, any goods, products, or services;
3. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services; or
4. misappropriation, misuse, infringement, or violation of any patent, patent right, or trade secret;

however, this exclusion will not apply to:

- a. Section II.E, TECHNOLOGY ERRORS & OMISSIONS for any **claim** alleging that any software code or software products provided as part of **your technology services** or **technology products** violate another party's copyright described in items 1, 2, or 3 above; or
- b. Section II.F, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered **claim** for a **multimedia wrongful act**, provided that, this exception to exclusion K. INTELLECTUAL PROPERTY will not apply to any violation or infringement of any intellectual property right or obligation described in items 1 and 4 above.

L. MERCHANT LIABILITY

Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by **you** due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to coverage afforded under Section II.C, PCI FINES AND ASSESSMENTS.

M. NATURAL DISASTER

Any physical event or natural disaster, including fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.

N. NUCLEAR

Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity of any kind or from any source. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **event**, or the liability or legal obligation alleged or existing.

O. POLLUTANTS

Any:

1. discharge, dispersal, seepage, migration, release, or escape of **pollutants**, or any threatened discharge, seepage, migration, release, or escape of **pollutants**; or
2. request, demand, order, or statutory or regulatory requirement that **you** or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; including any **claim**, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing,

treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **event**, or the liability or legal obligation alleged or existing.

- P. PRIOR KNOWLEDGE
1. any **event**, act, error, or omission that any **senior executive** on or before the **continuity date** knew or could have reasonably foreseen might be the basis of a **claim, loss, breach response costs, or breach response services** under this Policy; or
 2. any **claim, event**, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this Policy.
- Q. RECALL
- Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment.
- R. REPAIR
- Any repair, replacement, recreation, restoration, or maintenance of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment. This exclusion does not apply to **damages** that **you** are legally obligated to pay resulting from a **claim** and that are otherwise covered under this Policy, or to coverage afforded under Sections II.K, DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE, and II.M, DIGITAL ASSET RESTORATION.
- S. RETROACTIVE DATE
- Any **event**, act, error, or omission that took place prior to the **retroactive date**, or any related or continuing acts, errors, omissions, or **events** where the first such act, error, omission, or **event** first took place prior to the **retroactive date**.
- T. TANGIBLE PROPERTY
- Any injury or damage to, destruction, impairment, or loss of use of any **tangible property**, including any computer hardware rendered unusable by a **security failure** or **systems failure**, except this exclusion will not apply to coverage afforded under Section II.N, COMPUTER REPLACEMENT AND BRICKING.
- U. TECHNOLOGY ERRORS AND OMISSIONS EXCLUSIONS
- With respect to the coverage provided by Section II.E., TECHNOLOGY ERRORS AND OMISSIONS, any:
1. breach of:
 - a. express warranty or representation, except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards;
 - b. other contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards; or
 - c. guarantee or any promises of cost savings, profits, or return on investment;

2. delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time, however this exclusion will not apply if such delay or failure to deliver or perform is the result of a **technology services wrongful act**, provided that **you** have made diligent efforts to deliver the applicable **technology products** or perform the applicable **technology services**;
3. inaccurate, inadequate, or incomplete description of the price of goods, products, or services;
4. cost guarantee, cost representation, or contract price estimate of probable costs or cost estimate actually or allegedly being exceeded;
5. commercial decision by **you** to stop providing any product or services;
6. provision of any sweepstakes, gambling activities, or lotteries, or price discounts, prizes, awards, money, or valuable consideration given in excess of a total contract or expected amount;
7. idea, trade secret, or confidential information that came into possession of any person or entity before such person or entity became an employee, board member, trustee, director, or officer of the **named insured** or any **subsidiary**;
8. unauthorized or surreptitious collection of any information by **you**, or failure to provide adequate notice that such information is being collected, or failure to comply with any legal requirement to provide individuals with the ability to assent or withhold assent for such collection;
9. loss, theft, or transfer of funds, monies, or securities in **your** care, custody, or control, or in the care, custody, or control of any third party for whom **you** are legally liable;
10. unfair competition, false or misleading advertising, or violation of consumer protection laws; or
11. costs or expenses incurred by **you** or others to withdraw, recall, repair, replace, upgrade, supplement, or remove any **technology products** or any products that contain or incorporate **technology products** or **technology services**.

V. THIRD PARTY
MECHANICAL FAILURE

Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) or other utility failure, interruption, or power outage, of a third party, including telecommunications and other communications, internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to coverage under Section II.K, DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE, where such loss arises directly from the **service provider** directly experiencing their own **security failure**.

W. UNFAIR TRADE PRACTICE

Any false, unlawful, deceptive, or unfair trade practices; however, this exclusion does not apply to a **claim** under Section II.B, REGULATORY DEFENCE AND PENALTIES arising from a **security failure** or **data breach**.

X. VIOLATION OF ACTS/LAWS

Any violation of:

1. the Employee Retirement Income Security Act of 1974 (ERISA);
2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, or any other federal, provincial, territorial, or state securities laws;
3. the Organized Crime Control Act of 1970 (RICO);
4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM);
5. Telephone Consumer Protection Act (TCPA);
6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statutes;
7. the Canada Pension Plan Act;
8. the Securities Act, R.S.O. 1990, c. S.5; the Business Corporations Act, R.S.O. 1990, c. B16; or any similar Canadian federal, provincial, or territorial securities or business corporations statutes;
9. the Criminal Code of Canada, or any related or similar provincial or territorial statutes;
10. Canada's Anti-Spam Legislation, or any related or similar provincial or territorial legislation;
11. the Competition Act, R.S.C. 1985, c. C-34; the Consumer Protection Act, 2002, S.O. 2002, c. 30; or any similar Canadian federal, provincial, or territorial business practices and consumer protection, price fixing, restraint of trade, or monopolization statutes; or
12. any similar federal, provincial, territorial, state, local, common, or foreign laws or legislation to the laws described in 1. through 11. above;

however, this exclusion will not apply to a **claim** against **you** alleging a **data breach** or **privacy liability** in violation of Securities and Exchange Commission (SEC) regulation S-P (17 C.F.R. § 248) or any Canadian federal, provincial, or territorial legislation regulating privacy or the disclosure of information, including but not limited to the federal Personal Information Protection and Electronic Documents Act (PIPEDA) and any substantially similar provincial or territorial legislation.

Y. WAR AND TERRORISM

War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolutions, insurrection, military, or usurped power; however, this exclusion will not apply to **cyber terrorism**.

SECTION IV

YOUR OBLIGATIONS AS AN INSURED

WHEN THERE IS A CLAIM OR EVENT

It is a condition precedent to coverage under this Policy that **you** must provide **us** written notice of a **claim** or **event** through the persons named in Item 9. of the Declarations as soon as practicable once such **claim** or **event** is known to a **senior executive**. In the event of an **adverse publication**, notice will include complete details of the **adverse publication** and date

you first became aware of such **adverse publication**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; (ii) or 90 days after the end of the **policy period** for **claims** made against **you** in the last 60 days of the **policy period**.

WHEN THERE IS A
CIRCUMSTANCE

With respect to Third Party Liability Coverage, if during the **policy period**, **you** become aware of any circumstances that could reasonably be expected to give rise to a future **claim** covered under this Policy and **you** give written notice to **us** through the persons named in Item 9. of the Declarations during the **policy period** of:

1. a detailed description of the act, **event**, or other circumstances that could reasonably be expected to give rise to the future **claim**, including dates, persons, and entities involved;
2. the identity of the potential claimants;
3. the details of how **you** first became aware of the act, **event**, or other circumstances; and
4. the nature of the potential **damages**;

then any **claim** arising out of the act, **event**, or other circumstance reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements is provided to **us**.

DUTY TO COOPERATE

We will have the right to make any investigation **we** deem necessary, and **you** will cooperate with **us** in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by **us**. **You** will do nothing that increases **our** exposure under this Policy. **You** will also cooperate with **us** and counsel in the defence of all **claims** and response to all **events**, and provide all information necessary for appropriate and effective representation.

With respect to Section II.J, RANSOMWARE AND CYBER EXTORTION, **you** must make every reasonable effort not to divulge the existence of this coverage, without first seeking **our** prior consent.

OBLIGATION TO NOT INCUR
ANY EXPENSE OR ADMIT
LIABILITY

You will not, except at **your** own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **claim** without **our** prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with **breach notice law** will not be considered as an admission of liability for purposes of this paragraph.

Expenses incurred by **you** in assisting and cooperating with **us** do not constitute **claim expenses, loss, breach response costs, or breach response services** under this Policy.

OBLIGATION TO PRESERVE
OUR RIGHT OF SUBROGATION

In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not do anything after an **event** giving rise to a **claim, loss, breach response**

costs, breach response services, regulatory penalties, or PCI fines and assessments to prejudice such subrogation rights without first obtaining **our** consent.

AUTHORIZATION OF NAMED
INSURED TO ACT ON BEHALF
OF ALL INSUREDS

It is agreed that the **named insured** will act on behalf of all **insureds** with respect to the giving of notice of a **claim**, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defence of a **claim to us**, and exercising or declining to exercise of any right to an Optional Extended Reporting Period.

SECTION V

CLAIMS PROCESS

DEFENCE

We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:

1. any **claim** against **you** seeking **damages** that are payable under the terms of this Policy; or
2. under Section II.B, REGULATORY DEFENCE AND PENALTIES, any **claim** in the form of a **regulatory proceeding**.

You have the right to select defence counsel from **our panel providers**. If **you** would like to retain defence counsel not on **our** list of **panel providers**, such counsel must be mutually agreed upon between **you** and **us**, which agreement will not be unreasonably withheld, and subject to a fee rate structure substantially similar to that of our **panel providers**.

We will pay **claim expenses** incurred with **our** prior written consent with respect to any **claim** seeking **damages, funds transfer liability loss, or regulatory penalties** payable under this Policy. **We** will have no obligation to pay **claim expenses** until **you** have satisfied the applicable Retention.

The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of **claim expenses**. **Our** duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, **we** will have the right to withdraw from the defence of the **claim**.

RIGHT TO ASSOCIATE

We have the right, but not the duty, to associate in the investigation and response to any **event** or **claim**, including participation in the formation of strategy and review of forensic investigations and reports.

PRE-CLAIM ASSISTANCE

If **we** are provided with notice of an **incident** or of a circumstance that is not yet a **claim** or **incident** under Section IV, YOUR OBLIGATIONS AS AN INSURED, and **you** request assistance to mitigate against any potential future **claim** or the **incident**, **we** may, in **our** discretion, agree to pay for up

to the amount shown in Item 6. of the Declarations for legal, forensic, and IT services provided by a third party. Any such fees must be incurred with **our** prior consent by legal counsel or a consultant we have mutually agreed upon. Such legal counsel's and consultant's fees will be considered **claim expenses, loss, breach response costs, or breach response services** and will be subject to the Limits of Liability that would be applicable if there is a covered **incident** or if a covered **claim** is made, and is also subject to the Aggregate Policy Limit of Liability.

SETTLEMENT

If **you** refuse to consent to any settlement or compromise of a **claim** recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed:

1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and
2. seventy percent (70%) of **claim expenses** incurred after such settlement was refused by **you**, plus seventy percent (70%) of **damages** and **regulatory penalties** in excess of the amount such **claim** could have settled under such settlement.

In this event, **we** will have the right to withdraw from the further defence of such **claim** by tendering control of the defence thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.

SETTLEMENT WITHIN RETENTION

We agree that **you** may settle any **claim** where the total **claim expenses, loss, damages, breach response costs, breach response services, regulatory penalties, and PCI fines and assessments** do not exceed the applicable Retention, provided the entire **claim** is resolved and **you** obtain a full release from all claimants.

PROOF OF LOSS

With respect to **business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss, you** must complete and sign a written, detailed, and affirmed proof of loss within 90 days after **your** discovery of the **security failure, systems failure, or adverse publication** (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:

1. full description of the circumstances, including the time, place, and cause of the **loss** or **event**; and
2. detailed calculation of any **business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss**.

Any costs **you** incur in connection with establishing or proving **business interruption loss, contingent business interruption loss, extra**

expenses, or **reputational harm loss**, including preparing a proof of loss, in excess of the Limits of Liability under Section II.L, Proof Of Loss Preparation Expenses, will be **your** obligation and is not covered under this Policy.

Solely with respect to verification of **business interruption loss**, **contingent business interruption loss**, and **reputational harm loss**, **you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy at any time during the **policy period** and up to 12 months following **our** receipt of any proof of loss in accordance with this section.

SECTION VI

LIMITS OF LIABILITY AND RETENTION

LIMITS OF LIABILITY

Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than **Breach Response Costs** and **Breach Response Services**

The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties**, and other amounts under this Policy, regardless of the number of **claims, events, or insureds**. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 8. of the Declarations.

The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties**, and other amounts arising from a single **event** under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, **events, claims, or insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount **we** will be liable to pay for all **claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties**, and other amounts arising from a single **event** under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations.

Limits of Liability for **Breach Response Costs** and **Breach Response Services**

The Limit set forth in Item 5.G. of the Declarations is the maximum amount **we** will be liable to pay for all **breach response services** regardless of the number of **security failures, data breaches, cyber extortions, funds transfer frauds, phishing attacks, or insureds**. This Limit is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the **breach response services** Limit, there will be no further coverage under this Policy for any **breach response services**.

The Limit set forth in Item 5.H. of the Declarations is the maximum amount **we** will be liable to pay for all **breach response costs**, regardless of the number of **security failures, data breaches, or insureds**. This Limit is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the **breach response costs** Limit, there will be no further coverage under this Policy for any **breach response costs**.

RETENTION

We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured.

In the event that **damages, funds transfer liability loss, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss**, or other amounts arising out of a **claim** or **event** are subject to more than one Retention, the applicable Retention amount will apply to such **damages, funds transfer liability loss, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss**, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Aggregate Retention set forth in Item 4. of the Declarations is the maximum amount **you** will be liable to pay towards satisfying Retentions for covered **claims** or **events**. Once the Aggregate Retention is paid, **we** will be liable for amounts payable under this Policy. Such amounts are part of and not in addition to the Limits of Liability of this Policy.

SECTION VII

CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD

CANCELLATION AND NON- RENEWAL

We may cancel or elect not to renew this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating when the cancellation or non-renewal will be effective. Where permitted by applicable law, we may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than sixty (60) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing of such



notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice.

This Policy may be cancelled by **us** for non-payment of premium, or by fraud or material misrepresentation by **you** in the **application** or other information provided to induce **us** to issue this Policy; or fraud by **you** in connection with the submission of any **claim** or **event** for coverage under this Policy.

This Policy may be cancelled by the **named insured** by surrender of this Policy to **us** or by giving written notice to **us** stating when thereafter such cancellation will be effective.

If this Policy is cancelled in accordance with the paragraphs above, the earned premium will be computed pro rata but the premium will be deemed fully earned if any **claim, event**, or any circumstance that could reasonably be expected to give rise to a **claim** or **event**, is reported to **us** on or before the date of cancellation.

If **we** elect not to renew this Policy, **we** will mail to **you** written notice thereof at least sixty (60) days prior to the expiration of the **policy period**.

We have no obligation to renew this Policy.

Any offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew.

OPTIONAL EXTENDED REPORTING PERIOD

In the event of cancellation or non-renewal of this Policy, by either the **named insured** or **us**, for reasons other than fraud or material misrepresentation in the **application**, or non-payment of premium or Retention, the **named insured** will have the right, upon payment in full of additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either:

- a. one year for an additional premium of 100% of the total annual premium;
- b. two years for an additional premium of 150% of the total annual premium; or
- c. three years for an additional premium of 200% of the total annual premium

following the effective date of such cancellation or non-renewal.

Such Optional Extended Reporting Period applies only to a **claim** first made against **you** during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period**, subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy.

The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the **named insured** or the **named insured's** successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period.

The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than ninety (90) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right.

At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the **named insured** terminates the Optional Extended Reporting Period before its expiring date, **we** will not be liable to return any portion of the premium for the Optional Extended Reporting Period.

The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.

SECTION VIII

OTHER PROVISIONS

CHOICE OF LAW

Any disputes involving this Policy will be resolved applying the law designated in Item 13. of the Declarations, without reference to that jurisdiction's choice of law principles.

CURRENCY

Except as otherwise provided in this Policy, all premiums, Limits of Liability, Retentions, **damages, loss**, and other amounts under this Policy are expressed and payable in the currency of Canada. If judgment is rendered, settlement is denominated, expenses, penalties or costs are incurred, or another 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 daily average exchange rate on the date the judgment becomes final, the settlement amount is agreed upon, the expense, penalty or cost is paid, or other element of **loss** is due, or if not published on such date, then on the next date of publication by the Bank of Canada.

NO ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by **us**.



NON-PERMISSIBLE
INSURANCE

Where **we** may not permissibly insure, either on an admitted or non-admitted basis, any entity that falls within the definition of an **insured** under this Policy, by virtue of the entity's domicile (or deemed location of risk for regulatory purposes), **we** will indemnify the **named insured** in respect of any loss to its insurable financial interest in such uninsured entity by way of agreed valuation calculated as the amount that **we** would have been liable to pay such uninsured entity for the applicable loss under the terms and conditions of this Policy had it been permissible to insure such uninsured entity.

OTHER INSURANCE

This Policy will apply excess of any other valid and collectible insurance available to **you**, including the self-insured retention or deductible portion of that insurance, unless such is written only as specific excess insurance to this Policy, without contribution by this Policy.

SANCTIONS

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance, including but not limited to payment of **claims**.

TERRITORY – THE UNIVERSE

This Policy will apply to **events** occurring, **claims** made, and **damages, losses, breach response costs, breach response services, regulatory penalties, and PCI fines and assessments** incurred, anywhere in the universe.

TITLES

The titles and headings to the various sections, subsections, and endorsements of this Policy are included solely for ease of reference and do not limit coverage, expand coverage, or otherwise affect the provisions of such sections, subsections or endorsements.

SECTION IX

DEFINITIONS

Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:

Adverse publication

means any report or communication to the public through any media channel including television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a **security failure, data breach, cyber extortion, or privacy liability** that affects **your** customers or clients. All **adverse publications** relating to the same **security failure, data breach, cyber extortion, or privacy liability** will be deemed to have occurred on the date of the first **adverse publication** for the purposes of determining the applicable **reputation waiting period** and **reputation indemnity period**, and will be deemed to constitute a single **reputational harm loss**.

Application

means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the **named insured to us** in connection with the request for or underwriting of this Policy, or any prior policy issued by **us** of which this Policy is a renewal thereof.

Breach notice law

means any statute or regulation, including from Canada, the United States, the European Union, or other country that requires: (i) notice to persons whose **personally identifiable information** was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.

Breach response costs

means the following reasonable and necessary costs **you** incur with **our** prior written consent in response to an actual or suspected **security failure** or **data breach**:

1. computer forensic professional fees and expenses to determine the cause and extent of a **security failure** or **data breach**;
2. costs to notify individuals affected or reasonably believed to be affected by such **security failure** or **data breach**, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or e-mail;
3. costs to provide government mandated public notices related to such **security failure** or **data breach**;
4. legal fees and expenses to advise **you** in connection with **your** investigation of a **security failure** or **data breach** and to determine whether **you** are legally obligated under a **breach notice law** to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such **security failure** or **data breach**;
5. legal fees and expenses to advise **you** in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a **security failure** or **data breach** compromising payment card data, and the related requirements under a **merchant services agreement**, including a PCI forensic investigator when required under such **merchant services agreement** (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of **PCI fines and assessments** for a covered **security failure** or **data breach**, or to remediate the breached **computer systems**);
6. costs to provide up to two years (or longer if required by law) of a credit or identity monitoring program, including credit freezing and thawing, to individuals affected by such **security failure** or **data breach**; and
7. identity theft restoration services to those natural persons identified by a licensed identify theft investigator as victims of identity theft affected by such **security failure** or **data breach**.

Breach response costs must be incurred within one year of **your** discovery of an actual or suspected **security failure** or **data breach**. **You** have **our** prior consent to incur **breach response costs** in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 4. and 5. with any vendor on **our** list of **panel providers**.



Breach response services

means the following services to assist with **your** initial response to a **security failure, data breach, cyber extortion, funds transfer fraud, or phishing attack**:

1. access to the 24/7 hotline detailed in Item 9. of the Declarations;
2. two hour consultation and advice by legal counsel from **our panel providers**;
3. consultation and advice by the **breach response services advisor**;
4. preliminary forensics and threat intelligence gathered by and known to the **breach response services advisor**; and
5. remote support and assistance.

Breach response services apply only to assistance provided by the **breach response services advisor** with **your** initial response to a **security failure, data breach, cyber extortion, funds transfer fraud, or phishing attack** based upon the information provided by **you** to **us** and/or the **breach response services advisor** at the time **you** first notify **us** of the applicable **security failure, data breach, cyber extortion or funds transfer fraud**. **Breach response services** do not include the costs and expenses of any services which are covered under any other First Party Coverage of this Policy.

Breach response services advisor

means entity or person named in Item 14. of the Declarations.

Business interruption loss

means:

1. the net profit that would have been earned before income taxes, or net loss that would not have been incurred, directly due to the partial or complete interruption of **computer systems**; and
2. continuing normal operating expenses, including payroll.

Provided, however, that **business interruption loss** will not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.

Business services

means software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), voice over internet protocol, and telephony services that:

1. **you** use regularly in the normal course of **your** business;
2. **you** are charged a fee on a regular periodic basis, no less frequently than on a semi-annual basis; and
3. are provided to **you** pursuant to a written contract.

Claim

means:

1. a written demand for money or services, including the service of a suit or institution of arbitration proceedings;
2. with respect to coverage provided under Section II.B, REGULATORY DEFENCE AND PENALTIES, a **regulatory proceeding**; and
3. a written request or agreement to toll or waive a statute of limitations relating to a potential **claim** described in paragraph 1. above.

All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.

Claim expenses

means:

1. reasonable and necessary fees charged by legal counsel to which **we** have agreed to defend a **claim**;
2. all other fees, costs, and charges for the investigation, defence, and appeal of a **claim**, if incurred by **us** or by **you** with **our** prior written consent; and
3. premiums on appeal bonds, provided that **we** will not be obligated to apply for or furnish such appeal bonds.

Claim expenses do not include salary, charges, wages, or expenses of any **senior executive** or **employee**, or costs to comply with any court or regulatory orders, settlements, or judgments.

Computer replacement costs

means the reasonable and necessary costs **you** incur, with **our** prior written consent, to restore or replace computer hardware or tangible equipment owned or leased by **you** impacted by a loss of firmware integrity resulting from a **security failure**.

Computer systems

means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices

by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf.

Computer systems includes **hosted computer systems**.

Consumer redress awards

means any monetary amounts **you** are legally obligated or have agreed to deposit into a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **regulatory**

proceeding. Consumer redress awards do not include any sums paid which constitute taxes, fines, penalties, injunctions, or sanctions.

Contingent business interruption loss

means:

1. the net profit that would have been earned before income taxes, or net loss that would not have been incurred, directly due to the partial or complete interruption of **hosted computer systems**; and
2. continuing normal operating expenses, including payroll.

Provided, however, that **contingent business interruption loss** will not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.

Continuity date

means the date specified in Item 11. of the Declarations. Provided, if a **subsidiary** is acquired during the **policy period**, the **continuity date** for such **subsidiary** will be the date the **named insured** acquired such **subsidiary**.

Court attendance costs

means the reasonable costs and expenses of attending at **our** request a trial, hearing, deposition, mediation, arbitration, or other proceeding relating to the defence of any **claim**.

Criminal reward costs

means any amount offered and paid by **us** for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. This Policy will not cover amounts offered and paid-for-information provided by **you, your** legal counsel and/or auditors, whether internal or external, individuals hired or retained in response to the aforementioned illegal acts, or other individuals with responsibilities for supervision or management of the aforementioned individuals and entities.

Crisis management costs

means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion, to mitigate covered **damages, loss, claims expenses, breach response costs, or breach response services** due to a **public relations event**:

1. a public relations or crisis management consultant;
2. media purchasing, or for printing or mailing materials intended to inform the general public about the **public relations event**;
3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and
4. other costs approved in advance by **us**.

Cyber extortion

means any:

1. threat made by an individual or organization against **you** expressing the intent to:

- a. transfer, pay, or deliver any funds or property belonging to **you**, or held by **you** on behalf of others, using **computer systems** without **your** permission, authorization, or consent;
 - b. access, acquire, sell, or disclose non-public information in **your** care, custody, or control, provided such information is stored in an electronic medium in **computer systems** and is retrievable in a perceivable form;
 - c. alter, damage, or destroy any computer program, software, or other electronic data that is stored within **computer systems**;
 - d. maliciously or fraudulently introduce **malicious code** or **ransomware** into **computer systems**; or
 - e. initiate a **denial of service attack** on **computer systems**; or
2. introduction of **malicious code** or **ransomware** into **computer systems** by an individual or organization; or,
 3. **denial of service attack** on **computer systems**;

where such threat is made or act is committed for the purpose of demanding payment of money, securities, Bitcoin or other virtual currencies, property, or goods from **you**.

Cyber extortion expenses

means the following reasonable and necessary costs incurred with **our** prior written consent:

1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of making or attempting to make such a payment;
2. value of property or goods demanded by any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of delivering or attempting to deliver to such property or goods; and
3. reasonable and necessary costs, fees, and expenses to respond to a **cyber extortion**.

The value of **cyber extortion expenses** will be determined as of the date such **cyber extortion expenses** are paid.

Cyber terrorism

means the premeditated use, or threatened use, of disruptive activities against **computer systems** by any person, group, or organization, committed with the intention to harm or intimidate **you** to further social, ideological, religious, or political objectives. However, **cyber terrorism** does not include any activity which is part of or in support of any military action, war, or war-like operation.

Damages

means a monetary judgment that **you** are legally obligated to pay, pre-judgement and post-judgment interest, or settlement agreed to by **you** and **us**. **Damages** does not mean the following:

1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided;
3. any loss, transfer or theft of monies, securities, or digital currencies;
4. costs incurred by **you** to correct, re-perform, or complete any service, including any **technology services** or **professional services**;
5. liquidated damages including those arising from a **technology and professional services wrongful act**, but only to the extent such liquidated damages exceed the amount for which the **insured** would have been liable in the absence of any agreement to pay liquidated damage;
6. civil or criminal fines or penalties, civil or criminal sanctions, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law;
7. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages;
8. discounts, coupons, prizes, awards, or other incentives offered by **you**;
9. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant services agreement**;
10. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**; or
11. royalty or licensing fees.

Data breach	means the acquisition, access, theft, or disclosure of personally identifiable information or third party corporate information by a person or entity, or in a manner, that is unauthorized by you .
Denial of service attack	means a deliberate or malicious attack that makes computer systems unavailable to its intended users by temporarily or indefinitely disrupting services of a host that you use.
Digital asset	means any of your electronic data or computer software. Digital assets do not include computer hardware of any kind.
Employee	means any past, present, or future: <ol style="list-style-type: none"> 1. person employed by the named insured or subsidiary as a permanent, part-time, seasonal, leased, or temporary employee, intern, or any volunteer; and 2. senior executive; <p>but only while acting on behalf of the named insured or subsidiary and in the scope of the business operations of the named insured or subsidiary.</p>

Event

means a **funds transfer liability, incident, privacy liability, technology and professional services wrongful act, or multimedia wrongful act.**

All **events** that have a common nexus of fact, circumstance, situation, transaction, or cause, or a series of related facts, circumstances, situations, transactions, or causes will be considered a single **event** occurring on the date the first such **event** occurred.

Extra expenses

means **your** reasonable and necessary additional costs incurred to avoid or minimize a **business interruption loss**, including:

1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers and clients;
2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including **your** internal IT department, in order to continue **your** business operations which would otherwise have been handled in whole or in part by **computer systems** or **service provider**; and
3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a **security failure** or **systems failure**.

Provided, however, that such additional costs do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**.

Extra expenses does not mean and will not include:

1. costs incurred to update, restore, replace, upgrade, maintain, or improve **computer systems**:
 - a. to a level greater than existed before a **security failure**, unless the costs to upgrade to a more current or secure version of functionally equivalent components of **computer systems** is no more than 25% greater than the costs that would have been incurred to repair or replace **computer systems** that existed before a **security failure**; or
 - b. to a level greater than existed before a **system failure**; or
2. costs incurred to acquire or install **computer systems** which did not form a part of **computer systems** immediately prior to the **security failure** or **system failure**.

Funds transfer fraud

means fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution directing **you**, or the financial institution:

1. to debit, or instruct to authorize to debit, an account for which the **named insured** or **subsidiary** is an authorized custodian, and to transfer, pay, or deliver money or securities from such account; or

2. to debit, or instruct to authorize to debit, an account held by the **named insured** or **subsidiary**, or held by the **named insured** or **subsidiary** on behalf of a third party, and to transfer, pay, or deliver money or securities from such account; or
3. directing **you** to transfer or deliver **tangible property** owned or held by the **named insured** or **subsidiary**;

which instruction purports to have been transmitted by **you** or **your** vendors, business partners, or clients, and impersonates such party, but was transmitted by someone other than **you** or **your** vendors, business partners, or clients, and without such party's knowledge or consent. The "financial institution" does not include any such entity, institution, or organization that is an **insured**.

Funds transfer liability means distribution of fraudulent wire transfer or payment instructions which instruction purports to have been transmitted by **you** directing **your** vendors, business partners, or clients to transfer funds to a third party, but was transmitted by someone other than **you** as the result of a **security failure**.

Funds transfer liability loss means a monetary judgement or award that **you** are legally obligated to pay, or a settlement agreed to by **you** and **us**, because of the transfer of money, securities, or digital currencies by any of **your** vendors, business partners, or clients to a third party as the direct result of a **funds transfer liability**.

Funds transfer loss means:

1. loss of money, securities, digital currencies, or **tangible property** directly resulting from **funds transfer fraud** or **personal funds fraud**; and
2. reasonable and necessary costs, fees, and expenses to respond to **funds transfer fraud** or **personal funds fraud**.

Funds transfer loss does not mean and will not include the loss of personal money, securities, or property of **your employees** with the exception of **senior executives**.

Hosted computer systems means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices

by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by a third party vendor, but only for

providing hosted computer services, including SaaS, IaaS, NaaS and PaaS, to **you** pursuant to a written contract.

Incident

means **adverse publication, cyber extortion, data breach, funds transfer fraud, invoice manipulation, personal funds fraud, phishing attack, public relations event, security failure, or systems failure.**

All **incidents** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **incident** occurring on the date the first such **incident** occurred.

Indemnity period

means the time period that:

1. begins on the date and time that the partial or complete interruption of **computer systems** first occurred; and
2. ends on the earlier of the date and time that the interruption to **your** business operations resulting from such interruption of **computer systems**: (i) ends; or (ii) could have ended if **you** had acted with due diligence and dispatch.

However, in no event will the **indemnity period** exceed 365 days.

Insured, you, or your

means:

1. the **named insured**;
2. a **subsidiary**;
3. **senior executives** and **employees**;
4. an independent contractor, who is a natural person, solely acting in the normal course of the **named insured** or **subsidiary's** business operations while under their direct supervision;
5. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, II.B, REGULATORY DEFENCE AND PENALTIES, and II.E, TECHNOLOGY ERRORS AND OMISSIONS, any person or entity **you** have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the **policy period**, and solely for such person's or entity's liability arising out of the **named insured's** or **subsidiary's** acts (hereafter an additional insured);
6. the estates, heirs, legal representatives, or assignees of any **employee** or **senior executive** in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the **employee** or **senior executive**, in their capacity as such; and
7. the spouse, domestic partner, or civil partner of any **employee** or **senior executive** solely for such spouse's, domestic partner's, or civil partner's liability resulting from a **claim** against the **employee** or **senior executive**, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a

claim against the **employee** or **senior executive**, in their capacity as such.

Invoice Manipulation	means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a security failure .
Invoice Manipulation Loss	means your direct net costs, excluding any profit, to provide goods, products, or services to a third party for which you are unable to collect payment after transfer of such goods, products, or services to a third party as the direct result of invoice manipulation .
Loss	means business interruption loss, computer replacement costs, contingent business interruption loss, court attendance costs, criminal reward costs, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, invoice manipulation loss, phishing response services, proof of loss preparation expenses, reputational harm loss, service fraud loss, and restoration costs .
Malicious code	means any software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of: <ol style="list-style-type: none">1. electronic data used or stored in any computer system or network; or2. a computer network, any computer application software, or computer operating system or related network.
Media content	means content in any form, regardless of its nature or medium, including any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs but does not mean computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such media content .
Merchant service agreement	means any agreement between the you and a financial institution, payment card company, payment card processor, or independent service operator, that enables you to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.
Multimedia wrongful act	means any of the following actually or allegedly committed by you in the normal course of your business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing media content , including social media authorized by you : <ol style="list-style-type: none">1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts;3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness;

	<ol style="list-style-type: none"> 4. plagiarism, piracy, or misappropriation of ideas under implied contract; 5. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, or service name; or 6. improper deep-linking or framing within electronic content.
Named insured	means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.
Panel Providers	means those firms listed on our web site at: www.coalitioninc.ca/panel
PCI fines and assessments	means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by you under the terms of a merchant services agreement , but only where such fines or assessments result from a security failure . PCI fines and assessments will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.
Personal funds fraud	means the loss of personal money, securities, or property from a personal bank account of a senior executive as a direct result of a security failure of the named insured's or a subsidiary's computer systems .
Personally identifiable information	means any information about an individual that is required by any federal, provincial, territorial, state, local, or foreign law or regulation to be protected from unauthorized access, acquisition, or public disclosure.
Phishing response services	means: <ol style="list-style-type: none"> 1. the cost of retaining a law firm and public relations firm incurred by you to create and publish a press release or establish a website to advise your customers and prospective customers of a phishing attack; and 2. the cost of reimbursing your existing customers for their loss of money or tangible property directly resulting from a phishing attack; and 3. the cost of retaining a third party for the removal of websites designed to impersonate you.
Phishing attack	means fraudulent electronic communications or websites designed to impersonate you or any of your products provided that such fraudulent communications or websites do not arise out of or result from any security failure .
Policy period	means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of toxic or hazardous substances pursuant to Ontario's Environmental

Protection Act, the United States Environmental Protection Agency, or any similar federal, provincial, territorial, state, local, or foreign legislation or agency, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.

Privacy liability

means:

1. **your** actual or alleged failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**;
2. **your** failure to comply with those provisions in **your privacy policy** that:
 - a. mandate procedures to prevent the loss of **personally identifiable information**;
 - b. prohibit or restrict disclosure, sharing, or selling of an individual's **personally identifiable information**; or
 - c. require **you** to give access to **personally identifiable information** or to amend or change **personally identifiable information** after a request is made by the concerning individual;

provided that no **senior executive** knew of or had reason to know of any such conduct;
3. **your** failure to administer an identity theft prevention program or an information disposal program pursuant to any federal, provincial, territorial, or state law; and
4. Any alleged failure to prevent an "intrusion upon seclusion" or any other security or privacy breach.

Privacy policy

means any public written statements that set forth **your** policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.

Professional services

means those services specified in Item 7. of the Declarations and performed by the **named insured** or a **subsidiary** for others' benefit pursuant to a written contract.

Proof of loss preparation expenses

means the reasonable and necessary costs **you** incur with **our** prior written consent for a third party forensic accounting firm to assist **you** with preparing a proof of loss as required by Section V. CLAIMS PROCESSES, PROOF OF LOSS with respect to **business interruption loss, contingent business interruption loss, or extra expenses** covered under this Policy.

Public relations event

means:

1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a covered **claim** under this Policy; and
2. a **security failure** or **data breach** that results in covered **breach response costs** under this Policy or which reasonably may result in a covered **claim** under the Policy.

Ransomware

means any **malicious code** designated to block **your** access to **computer systems** or **digital assets**, delete or otherwise harm **your computer systems** or **digital assets**, or cause a **security failure**, until a sum of money is paid.

Regulatory penalties

means monetary fines and penalties, including **consumer redress awards**, imposed in a **regulatory proceeding** to the extent insurable under applicable law.

Regulatory penalties will not mean any:

1. costs to comply with injunctive relief;
2. costs to establish or improve privacy or security practices; or
3. audit, reporting, or compliance costs.

Regulatory proceeding

means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding:

1. brought by or on behalf of any federal, provincial, territorial, state, local, or foreign governmental entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a **security failure** or **data breach**; or
2. brought for a violation of the General Data Protection Regulation (GDPR), the federal Personal Information Protection and Electronic Documents Act (PIPEDA), California Consumer Privacy Act (CCPA), or any similar federal, provincial, territorial, state, local, or foreign regulation arising from a **privacy liability**.

Other than the foregoing, **regulatory proceeding** does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by any federal, provincial, territorial, or state Securities Commission and similar federal, provincial, territorial, state, local, or foreign governmental entities.

Reputational harm loss

means the net profit that would have been earned before income taxes, or net loss that would not have been incurred solely and directly as the result of any **adverse publication**.

Reputational harm loss does not include any:

1. costs to rehabilitate **your** reputation, including legal costs or expenses;

2. **breach response costs, crisis management costs, business interruption loss, contingent business interruption loss, or extra expenses;**
3. costs not directly caused by an **adverse publication**.

Reputational harm loss will not include net profit that would likely have been earned before income taxes as a result of an increase in volume due to favorable business conditions caused by the impact of security failures, data breaches, cyber extortion, or privacy liability impacting other businesses, loss of market, or any other consequential loss. Further, due consideration will be given to the following when calculating **reputational harm loss**:

1. the experience of **your** business before the **adverse publication** and probable experience thereafter during the **reputation indemnity period** had there been no **adverse publication** and to the continuation of normal charges and expenses that would have existed has no **adverse publication** occurred; and
2. any **reputational harm loss** made up during, or within a reasonable time after the end of, the **reputation indemnity period**.

Reputation indemnity period

means the one hundred and eighty (180) day period that begins at the conclusion of the **reputation waiting period**.

Reputation waiting period

means the amount of time set forth in Item 5.O. of the Declarations that must elapse after the date upon which the **adverse publication** was first published.

Restoration costs

means:

1. the reasonable and necessary costs **you** incur to replace, restore, or recreate **digital assets** to the level or condition at which they existed prior to a **security failure** or **systems failure**; or
2. the cost for the most current version of **digital assets** if it is substantially equivalent to (or less than) the original cost of **digital assets**;

if such **digital assets** cannot be replaced, restored, or recreated, then **restoration costs** will be limited to the actual, reasonable, and necessary costs **you** incur to reach this determination.

Restoration costs does not mean and will not include:

1. any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities;
2. the economic or market value of any **digital assets**, including trade secrets, or the costs to re-perform any work product contained within any **digital assets**; or
3. costs incurred to acquire or install **digital assets** which did not exist immediately prior to the **security failure** or **system failure**.

Retroactive date

means the date specified in Item 10. of the Declarations.

Security failure

means the failure of security of **computer systems** which results in:

1. acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in **your** care, custody, or control and for which **you** are legally liable;
2. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**;
3. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or
4. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or
5. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a password.

Security failure does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an **employee** and not used for the business operations of the **named insured** or **subsidiary**.

Senior executive

means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.

Service fraud loss

means direct financial loss that **you** incur as the result being charged a fee for the fraudulent use of **business services**, including fraudulent use arising from cryptojacking.

Service provider

means any third party that is responsible for the processing, maintenance, protection, or storage of **digital assets** pursuant to a written contract.

Subsidiary

means any organization in which the **named insured**:

1. owns either directly or indirectly 50% or more of the outstanding voting stock; and
2. has recognized the revenues in the **application**.

An organization ceases to be a **subsidiary** on the date, during the **policy period**, that the **named insured's** ownership, either directly or indirectly, ceases to be 50% of the outstanding voting stock.

The **named insured** will give written notice to **us** of any acquisition or creation of an organization with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the **policy period** or for 90 days, whichever is the earlier, subject to the following criteria:

1. the newly created or acquired **subsidiary** has substantially similar business operations;
2. the new **subsidiary's** gross revenue is equal to or less than 10% of the total gross revenue the **named insured** has listed on the **application**; and
3. prior to the effective date of such acquisition or creation, no **senior executive** of the **named insured** or of the acquired or created organization, knew or could have reasonably expected that a **claim** would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER.

Upon receipt of such acquisition or creation, **we** may, at **our** sole option, agree to appropriately endorse this Policy subject to additional premium and/or change terms and conditions. If the **named insured** does not agree to the additional premium and/or changed terms and conditions, if any, coverage otherwise afforded under this provision for such acquired or created organization will terminate ninety (90) days after the effective date of such acquisition or creation, or at the end of the **policy period**, whichever is the earlier.

Systems failure

means any:

1. unintentional, unplanned, or unexpected **computer systems** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or
2. disruption or voluntary shutdown of **computer systems** by **you**, with **our** prior consent, in order to mitigate covered **loss** under this Policy.

Systems failure does not include any:

1. failure of **hosted computer systems** that results in an outage that extends beyond the services being provided to **you** by **hosted computer systems**;
2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;
3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators;
4. failure of power supply and other utilities unless the provision of power and other utility services is under the **named insured's** direct control;
5. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**;
6. government shutdown of systems or services;

7. ordinary wear and tear or gradual deterioration of the physical components of **computer systems**; or
8. failure or defect in the design, architecture, or configuration of **computer systems**.

Tangible property

means items or objects that can be felt or touched. **Tangible property** does not include:

1. **digital assets**;
2. any form of intellectual property, including trade secrets; or
3. money, securities or digital currencies.

Technology and professional services wrongful act

means:

1. any actual or alleged error, omission, misstatement, neglect, or unintentional breach of duty or written contract, by **you** or any person for whose actual or alleged error, omission, neglect or unintentional breach of duty or written contract the **named insured** or **subsidiary** is legally liable for, in rendering **technology services** or **professional services**; or
2. any actual or alleged act, error, omission, misstatement, neglect, or unintentional breach of contract, by **you** or any person for whose actual or alleged error, omission, misstatement, neglect or unintentional breach of written contract the **named insured** or **subsidiary** is legally liable for, that results in the failure of **technology products** to perform as intended.

Technology products

means computer or telecommunications hardware or software products, or related components or products, that are created, manufactured, developed, sold, or distributed by the **named insured** or **subsidiary** for others' benefit pursuant to written contract for a fee, including software updates, service packs, and other maintenance releases for such products.

Technology services

means computer and electronic technology services, including data backup and processing, Internet and mobile services, email services, SaaS, PaaS, IaaS, NaaS, data and application hosting, computer systems analysis, technology and security consulting and training, custom software programming for a specific customer, computer and software systems installation and integration, computer and software support, and network management services, performed by the **named insured** or **subsidiary** for others' benefit pursuant to a written contract for a fee.

Third party corporate information

means any information of a third party held by **you** which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement between **you** and the third party or which **you** are legally required to maintain in confidence. However, **third party corporate information** does not include **personally identifiable information**.

Waiting period

means the number of hours set forth in Item 5.K. of the Declarations.

We, us, or our

means the insurers providing this Policy.

Notice of Available Panel Providers - Canada

Coalition policyholders may engage the following Panel Providers upon written notice of a claim or incident. Notice of a claim or incident can be provided to claims@coalitioninc.ca, at 1.833.866.1337, or through the contact button at www.coalitioninc.ca/claims. Panel Providers available to Coalition policyholders are subject to change. The current list is available at www.coalitioninc.ca/panel.

Data Breach response – Canada (recommended attorney in brackets)	Blake, Cassels & Graydon (Sunny Handa) Fasken, Martineau DuMoulin (Alex Cameron) Norton Rose Fulbright Canada (Imran Ahmad)
Data Breach response – E.U. (recommended attorney in brackets)	Clyde & Co (Ian Birdsey)
Litigation	Blake, Cassels & Graydon
Media Claims	DMG Associates (Ryder Gilliland) David F. Sutherland & Associates (David F. Sutherland)
Notification	Epiq Kroll
Forensics / Incident Response	Coalition Incident Response Kivu Consulting Crypsis Charles River Associates Arete Advisors
PR & Crisis Management	Infinite Global Edelman
Forensic Accounting	Baker Tilly
DDoS Mitigation providers	Cloudflare (cloudflare.com) Incapsula (incapsula.com) Google Project Shield (projectshield.withgoogle.com) Akamai (akamai.com) Fastly (fastly.com)

Coalition policyholders may engage with the following additional vendors with our prior written approval. Coalition policyholders may also engage vendors not listed with our prior written approval.

Forensics/Incident Response	CrowdStrike
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FILING POLICY NO.: C-4NEV-037803-CYBER-2024
ENDT. NO.: 01

SERVICE OF SUIT ENDORSEMENT

Form Number	CYBCAN 0005 0420
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Policy Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London, HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

It is understood and agreed that in the event **we** fail to pay any amount claimed to be due hereunder, **we**, at the request of the **named insured**, will submit to the jurisdiction of a court of competent jurisdiction within Canada. The foregoing shall not constitute a waiver of the right by **us** to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the province or territory of Canada pertinent hereto. In any suit instituted against **us** upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal.

We hereby designate the Chief Agent of Arch Insurance Canada Ltd., 200 Bay Street, Suite 3600, Toronto, ON, CA M5K 1K2, as the person who is authorized to receive such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NEV-037803-CYBER-2024
ENDT. NO.: 02

REPUTATION REPAIR ENDORSEMENT

Form Number	CYBS 0005 0420
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Policy Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London, HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of "**Crisis management costs**" under Section IX, DEFINITIONS is deleted and replaced with the following:

Crisis management costs	<p>means the following reasonable fees or expenses agreed to in advance by us, in our discretion (such agreement not to be unreasonably withheld) to mitigate harm to your reputation or to a covered loss due to a public relations event:</p> <ol style="list-style-type: none"> 1. a public relations or crisis management consultant; 2. media purchasing or for printing or mailing materials intended to inform the general public about the public relations event; 3. providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients; 4. other costs approved in advance by us; <p>Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NEV-037803-CYBER-2024
ENDT. NO.: 03

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Form Number	CYBCAN 0011 0520
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Policy Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London, HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

<p>CERTIFIED ACTS OF TERRORISM</p>	<p>If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.</p> <p>Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:</p> <ol style="list-style-type: none"> 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. <p>The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for damages or loss that is otherwise excluded under this Policy.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NEV-037803-CYBER-2024
ENDT. NO.: 04

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Form Number	CYBCAN 0010 0520
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Policy Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London, HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

DISCLOSURE OF TERRORISM RISK INSURANCE ACT PREMIUM	<p>In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is \$0.00.</p> <p>The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% the amount of such insured losses that exceeds the applicable insurer retention.</p> <p>However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.</p> <p>If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

QUOTA SHARE ENDORSEMENT

Form Number	CYBS 0021 0221
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010160SS24), HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations for this Policy as follows:

Quota Share Percentage of each insurer:

Arch Insurance Canada Ltd. 50.0%

Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010160SS24)
30.0%

HDI Global Specialty SE 20.0%

Each quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers. **Claim expenses** are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4. of the Declarations.



2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

WRONGFUL COLLECTION EXCLUSION

Form Number	CYBCAN 0015 1020
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Policy Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010160SS24), HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION III, EXCLUSIONS - WHAT IS NOT COVERED is amended by the addition of the following:

WRONGFUL COLLECTION	<p>Any collection, processing, storage, sharing or sale of personally identifiable information that is:</p> <ol style="list-style-type: none"> 1. Performed without the knowledge and consent of the individuals whose personally identifiable information is collected, stored, processed, shared or sold; or, 2. In violation of federal, provincial, territorial, state, local, or foreign privacy regulation <p>However, this exclusion shall not apply to claims under SECTION II, B. REGULATORY DEFENCE AND PENALTIES for claims arising from a privacy liability.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE

Form Number	CYCAP-00EN-000007-1022-01
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010160SS24), HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

Section VI, LIMITS OF LIABILITY AND RETENTION, RETENTION is amended to include the following paragraph:

In the event that **you** choose to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response that result in covered **breach response costs, claim expenses, cyber extortion expenses, or restoration costs** under the terms and conditions of this Policy will not be subject to any Retention.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION

Form Number	CYBS 0001 0420
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010160SS24), HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

- Section VI, LIMITS AND RETENTION, RETENTION is deleted and replaced with the following:

RETENTION	<p>We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured.</p> <p>In the event that damages, funds transfer liability loss, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss , or other amounts arising out of a claim or event are subject to more than one Retention, the applicable Retention amount will apply to such damages, funds transfer liability loss, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss , or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p> <p>The Aggregate Retention set forth in Item 4. of the Declarations is the maximum amount you will be liable to pay towards satisfying Retentions for covered claims or events. Once the Aggregate Retention is paid, we will be liable for amounts payable under this Policy. Such amounts are part of and not in addition to the Limits of Liability of this Policy.</p> <p>In the event that damages, funds transfer liability loss, PCI fines and</p>
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	<p>assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss , or other amounts arise out of a claim or event that is the direct result of a business email compromise, the largest applicable Retention amount will be reduced by 50% subject to a maximum reduction of \$10,000, provided that multi-factor authentication was enabled and required at the time of the applicable event.</p>
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2. Section IX, DEFINITIONS is amended by the addition of the following definitions:

Business email compromise	means any access to or use of your email system in a manner that is not authorized by you .
Multi-factor authentication	means, in addition to the use of a user ID and password to validate access to your email system, the use of at least one of the following methods of authentication: <ul style="list-style-type: none"> a. a hardware or software token or access card; b. third party authentication applications providing time bound, one-time codes, by a method other than text messaging; or c. text messaging authentication.
Text messaging authentication	The use or receipt of a unique one-time passcode received by text message to a pre-established mobile number linked to the email account on your email system that is being accessed in order to validate access to your email system.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

WAR EXCLUSION - AMENDED

Form Number	CYCAP-00EN-000012-0323-01
Effective Date of Endorsement	March 31, 2024
Named Insured	ALGOMA NURSE PRACTITIONER - LED CLINIC
Filing Policy Number	C-4NEV-037803-CYBER-2024
Issued by (Name of Insurance Company)	Arch Insurance Canada Ltd., Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010160SS24), HDI Global Specialty SE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 2.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Section III, EXCLUSIONS - WHAT IS NOT COVERED, Paragraph Y. WAR AND TERRORISM is deleted and replaced with the following exclusion:

Y. WAR - AMENDED	<ol style="list-style-type: none"> war; a cyber operation that is carried out as part of a war; or a cyber operation that causes a sovereign state to become an impacted state. <p>Provided, however, item three (3) above shall not apply to the direct or indirect effect of a cyber operation on a computer system used by the insured or its third party service providers that is not physically located in an impacted state but is affected by a cyber operation.</p>
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- For the purposes of applying this exclusion, the following definitions apply:

Computer system	means any computers and related peripheral components (including Internet of Things (IoT) devices), systems and applications software, terminal devices, related communications networks, mobile devices (handheld and other wireless computing devices), and storage and back-up devices.
Cyber operation	means the use of a computer system by, on behalf of, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate

	or destroy information in a computer system of or in another sovereign state.
Essential service	means a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services or utility services.
Impacted state	means a sovereign state where a cyber operation has had a major detrimental impact on: <ol style="list-style-type: none"> 1. the functioning of that sovereign state due to disruption to the availability, integrity or delivery of an essential service in that sovereign state; and/or 2. the security or defense of that sovereign state.
War	means the use of physical force by a sovereign state against another sovereign state, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether war be declared or not.

This exclusion applies notwithstanding any provision to the contrary in this Policy or any endorsement added thereto.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.