

**COMMERCIAL INSURANCE POLICY****POLICY NUMBER** SR050062**MASTER POLICY NUMBER****REPLACES NUMBER****PURPOSE OF DOCUMENT** Policy Renewal

For Purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada

**THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE****POLICY DECLARATIONS**

<b>Name of Insured</b>	Rotary International District 7040 et al.
<b>Mailing Address</b>	179 Sheridan St Kingston, ON K7P 3E7
<b>Policy Period</b> (MM/DD/YYYY)	<b>From</b> 7/1/2023 12:01 AM <b>To</b> 7/1/2024 12:01 AM
<b>Broker</b>	Wilson M. Beck Insurance Services (Kelowna) Inc. (608) 2040 Springfield Rd Suite 107 Kelowna, BC V1Y 9N7
<b>Broker Number</b>	608
<b>IBC Code</b>	7938
<b>Total Policy Premium</b>	\$20,520
<b>Minimum Retained Premium</b>	\$5,130
<b>Policy Fees (Non-Refundable)</b>	\$500
<b>Total Owing</b>	\$21,020

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy

<b>Description of Operations:</b>	Activities of the named insured with respect to a rotary district & rotary club activities as listed on file with insurer.
-----------------------------------	--

Locations to which this policy applies: All locations used by the named insured.

<b>Remarks:</b>	- Gross Revenue: \$128,269 -Property coverage restricted to within Canada only -Excluding coverage while rented -Excluding mysterious disappearance -Warranted waivers are signed by all participants for all sporting events -Excluding all US members and US rotary clubs
-----------------	--

**Created On:** 2023/07/19**Printed On:** 2023/07/19**Claims:** Please report claims to your insurance broker or to [claims@srим.ca](mailto:claims@srим.ca), or visit our website at [www.srim.ca](http://www.srim.ca)

**Section 1 - Property**

<b>Location Number:</b> 1 <b>Location Address:</b> 179 Sheridan St, Kingston <b>Building Construction:</b> Frame, Year Built: 1980, # of Storeys: 2 <b>Occupancy by Insured:</b> Rotary district & rotary club <b>Occupancy by Others:</b>	<b>Building Number:</b> 1 <b>Province:</b> ON <b>Postal Code:</b> K7P 3E7  <b>Fire Protection:</b> Protected
--	---

INSURANCE IS PROVIDED FOR ONLY THOSE COVERAGES FOR WHICH RIDERS ARE INDICATED AND SPECIFIC LIMITS OR AMOUNTS OF INSURANCE ARE STATED BELOW

Form #	Coverage Description	Deductible	Valuation	Co-Ins	Limit	Rate	Premium
BS50008	Miscellaneous Property Form Max \$1,000 any 1 item unless scheduled	\$1,000	ACV	90%	\$100,000		Included

**Applicable To All Property / Business Interruption Coverage**

Form #	Form #	Form #
BS10001.5	Insuring Agreement and Miscellaneous Clauses	LMA5393
BS10003	Property Occurrence Deductible Form	LMA5401
BS20112	Dent Clause	LSW1193A
BS20136	Standard Mortgage Clause	NMA1191
BS52009	Data Exclusion	NMA2340
BS52100	Terrorism Exclusion	SP111
BS52101	Fungi and Fungal Derivatives Exclusion	SP112
LMA5018	Microorganism Exclusion	SP221
		Communicable Disease Endorsement
		Property Cyber and Data Exclusion
		Statutory Conditions
		Radioactive Contamination Exclusion Clause
		Seepage and/or Pollution and/or Contamination Exclusion
		Illegal Substance & Illegal Activity Exclusion
		Locked Vehicle Warranty
		Valuable Metals Exclusion

## Section 2 - Crime Coverage

Form #	Coverage	Deductible	Limit	Premium
BS60000	(Loc #:1) Comprehensive Dishonesty, Disappearance and Destruction Form Sections: IA, II, III, IV, V Only	\$1,000	\$30,000	Included

## Applicable To All Crime Coverage

Form #	Form #
BS60001	Crime Standard Conditions

## Section 3 - Liability Coverage

Form #	Coverage	Deductible	Type	Limit	Premium
OLDA 5603B	Commercial General Liability Form - CGL & D&O				Included
	Coverage A Products and Completed Operations- aggregate limit	\$5,000	Per Occurrence	\$5,000,000	
	Coverage A. Bodily Injury and Property Damage- per occurrence	\$5,000	Per Occurrence	\$5,000,000	
	Coverage B Personal Injury & Advertising Injury Liability - per occurrence	\$5,000	Per Occurrence	\$5,000,000	
	Coverage C. Medical Expense Limit 5,000/25,000 any one person/ any one accident				
	Coverage D. Tenants Legal Liability Broad Form	\$1,000	Per Occurrence	\$2,000,000	
	Directors & Officers (Wrongful Acts Section E) (Sublimit)	\$1,000	Per Occurrence	\$5,000,000	
	General Aggregate Limit		Per Occurrence	\$10,000,000	
	Host Liquor Liability	\$5,000	Per Occurrence	\$5,000,000	
SPF No. 6	Non-Owned Automobile Liability (any one accident)	\$1,000	Per Occurrence	\$5,000,000	
5047	Firefighting Expenses Endorsement	\$1,000		\$500,000	
5087	Sexual Misconduct & Molestation Liability Insurance - Claims Made - (sublimit) Retroactive Date: 07/01/2020	\$5,000	Per Occurrence	\$2,000,000	
5319	Limited Pollution Liability Coverage - 120 Hrs	\$1,000	Per Occurrence	\$100,000	
F8652ea	Employee Benefits Liability Coverage - Claims Made - (sublimit) Sublimit Retroactive Date: 07/01/2020	\$1,000	Per Occurrence	\$1,000,000	
SEF. 94	Legal Liability for Damage to Hired Automobiles	\$1,000	Per Occurrence	\$75,000	

## Applicable To All Liability Coverage

Form #		Form #	
IFC33000	Insuring Agreement	5156	Additional Insureds Certificate Holders Endorsement
5003C	Intent to Injure Exclusion	5165	English Language Policy Wording Acknowledgement
5024	Performers Exclusion	5175A	Waiver Warranty - Sporting Event
5038	Amusement Rides &/or Entertainment Activities Exclusion	5186a	Illegal Substances & Activity Exclusion
5044	Vendors Exclusion	5203	Liquor License Warranty
5045A	USA Exclusion Endorsement	5290	Policy Territory Endorsement
5049	Fungi and Fungal Derivatives Exclusion Endorsement	LMA5396	Communicable Disease Exclusion
5051a	Trampoline Activities Exclusion	LMA5528A	Cyber and Data Exclusion
5052	Total Asbestos Exclusion	NMA1978a	Nuclear Incident Exclusion
5061b	Other Insurance Amendment Endorsement	NMA2918	War & Terrorism Exclusion Endorsement
5090	Policy Disputes	O.E.F 98B	Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement
5091	Punitive & Exemplary Damages Exclusion Clause		

## Applicable To All Coverages Of This Policy

Form #	Form #	Form #
LSW1542F	Lloyd's Underwriters' Policyholders' Complaint Protocol	Special Risk Privacy Policy
LSW1543D	Notice Concerning Personal Information	Special Risk Cancellation Form
LSW1565C	Code of Consumer Rights & Responsibilities	Short Rate Cancellation Table
LMA3100	Sanction Limitation and Exclusion Clause	HDI - Privacy Policy Notice 2022
LMA5028B	Service of Suit Clause (Canada)	HDI - Complaints Statement 2022
LMA5096	Several Liability Clause	HDI - Service of Suit Clause
	Special Risk Disclosure Notice	HDI - Sanctions Clause 2022



**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B0702BB302500R** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned****Authorized Representative****IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B0702BB306180R** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned****Authorized Representative**

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B0702BB310740R** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned**

\_\_\_\_\_  
**Authorized Representative**

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B0702BB306300R** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned**

\_\_\_\_\_  
**Authorized Representative**

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B1306C001572318B** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned**

\_\_\_\_\_  
**Authorized Representative**

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B1306C502052212** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned**

\_\_\_\_\_  
**Authorized Representative**

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B088891000W23** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned**

\_\_\_\_\_  
**Authorized Representative**

**IDENTIFICATION OF INSURER**

This insurance has been executed in accordance with the authorization granted to the undersigned by HDI Global Specialty SE.

**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.**

**NOTICE**

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

**SPECIAL RISK INSURANCE MANAGERS LTD.**, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7

**Countersigned**

\_\_\_\_\_  
**Authorized Representative**

**IDENTIFICATION OF INSURER**

This insurance has been executed in accordance with the authorization granted to the undersigned by Trisura Guarantee Insurance Company.

**NOTICE**

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned/

In witness thereof this policy has been signed, as authorized by the Insurer, by:

**SPECIAL RISK INSURANCE MANAGERS LTD.**, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7

**Countersigned**



**Authorized Representative**

**IDENTIFICATION OF INSURER**

This insurance has been executed in accordance with the authorization granted to the undersigned by Arch Insurance Canada Ltd.

**NOTICE**

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

**SPECIAL RISK INSURANCE MANAGERS LTD.**, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7

**Countersigned**



**Authorized Representative**

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B0702BB302490R** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned****Authorized Representative****IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B0702BB311340R** (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 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, Montréal, Québec H3B 4N8.

**NOTICE**

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

**In witness whereof** this policy has been signed as authorized by the Underwriters, by SPECIAL RISK INSURANCE MANAGERS, #103, 8411 – 200th Street, Langley, BC V2Y 0E7 TEL: (604) 888-0050 FAX: (604) 888-1008

**Countersigned****Authorized Representative**

**IDENTIFICATION OF INSURER**

This insurance has been executed in accordance with the authorization granted to the undersigned by HDI Global Specialty SE.

**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.**

**NOTICE**

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

**SPECIAL RISK INSURANCE MANAGERS LTD.**, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7

Countersigned



Authorized Representative

**IDENTIFICATION OF INSURER**

This insurance has been executed in accordance with the authorization granted to the undersigned by Trisura Guarantee Insurance Company.

**NOTICE**

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned/

In witness thereof this policy has been signed, as authorized by the Insurer, by:

**SPECIAL RISK INSURANCE MANAGERS LTD.**, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7

Countersigned



Authorized Representative

**IDENTIFICATION OF INSURER**

This insurance has been executed in accordance with the authorization granted to the undersigned by Arch Insurance Canada Ltd.

**NOTICE**

In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the undersigned.

In witness thereof this policy has been signed, as authorized by the Insurer, by:

**SPECIAL RISK INSURANCE MANAGERS LTD.**, #103, 8411 – 200<sup>th</sup> Street, Langley, BC V2Y 0E7

**Countersigned**A handwritten signature in black ink, appearing to read "Hillie", written over a horizontal line.**Authorized Representative**



# SUBSCRIPTION FORM

IN CONSIDERATION OF THE INSURED having paid or agreed to pay the premium set against the name of each INSURER named in the schedule of subscribing Companies forming part hereof or to INSURERS whose names are substituted therefor or added thereto by endorsement, herein after called "THE INSURERS",

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 schedule of subscribing companies hereunder, agree with the INSURED named in the Declarations herein to insure as provided and limited in this Policy, its Riders and Endorsements.

The liability of The Insurers individually under this Policy shall be limited to that proportion of the loss payable under this Policy which the sum or proportion set against the name of the Individual Insurer in the schedule of subscribing Companies hereunder, or such other sum or proportion as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of this Policy and its Riders and Endorsements.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", or "This Company", reference has been deemed to be made to each of the Insurers severally.

THAT as regards each item of The Schedule the liability of THE INSURERS individually shall be limited to whichever is the least of:

- That proportion of the actual cash value of the property at the time of loss, destruction or damage which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- That proportion of the interest of THE INSURED in the property which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- That proportion of the limit of insurance provided by The Schedule in respect of the property lost, destroyed or damaged which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto,

Provided however, that where the insurance applies to the property of more than one person or interest "THE INSURERS" total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.








If this Policy contains a Co-Insurance Clause or A Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this policy as set forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule attached hereto, than the sum insured by such Insurer bears to:












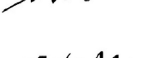


- That percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- The guaranteed Amount (Stated Amount) of the total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

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

In Witness Whereof THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
Lloyd's Underwriters under Contract No. BB302500R/Unique Market Reference No. B0702BB302500R as arranged by Special Risk Insurance Managers Ltd.	58	Prop	21%	\$315		
Lloyd's Underwriters under Contract No. BB306180R/Unique Market Reference No. B0702BB306180R as arranged by Special Risk Insurance Managers Ltd.	95	Prop	10%	\$150		
Lloyd's Underwriters under Contract No. BB310740R/Unique Market Reference No. B0702BB310740R as arranged by Special Risk Insurance Managers Ltd.	AI	Prop	5%	\$75		
Lloyd's Underwriters under Contract No. BB306300R/Unique Market Reference No. B0702BB306300R as arranged by Special Risk Insurance Managers Ltd.	90	Prop	7%	\$105		
Lloyd's Underwriters under Contract No. C001572318B/Unique Market Reference No. B1306C001572318B as arranged by Special Risk Insurance Managers Ltd.	39	Prop	17%	\$255		
Lloyd's Underwriters under Contract No. C502052212/Unique Market Reference No. B1306C502052212 as arranged by Special Risk Insurance Managers Ltd.	AB	Prop	5%	\$75		
Lloyd's Underwriters under Contract No. 91000W23/Unique Market Reference No. B088891000W23 as arranged by Special Risk Insurance Managers Ltd.	AA	Prop	5%	\$75		

THE INSURER	LINEAGE REFERENCE	SECTION	PERCENT INSURED	TOTAL PREMIUM	ENDORSEMENT PREMIUM	SIGNATURE
HDI Global Specialty SE - Canadian Branch, as arranged by Special Risk Insurance Managers Ltd.		Prop	15%	\$225		
Trisura Guarantee Insurance Company, as arranged by Special Risk Insurance Managers Ltd.		Prop	10%	\$150		
Arch Insurance Canada Ltd., as arranged by Special Risk Insurance Managers Ltd.		Prop	5%	\$75		
Lloyd's Underwriters under Contract No. BB302500R/Unique Market Reference No. B0702BB302500R as arranged by Special Risk Insurance Managers Ltd.	58	Crime	48%	\$840		
Lloyd's Underwriters under Contract No. BB306180R/Unique Market Reference No. B0702BB306180R as arranged by Special Risk Insurance Managers Ltd.	95	Crime	26%	\$455		
Lloyd's Underwriters under Contract No. BB310740R/Unique Market Reference No. B0702BB310740R as arranged by Special Risk Insurance Managers Ltd.	AI	Crime	12%	\$210		
Lloyd's Underwriters under Contract No. BB306300R/Unique Market Reference No. B0702BB306300R as arranged by Special Risk Insurance Managers Ltd.	90	Crime	14%	\$245		
Lloyd's Underwriters under Contract No. BB302490R/Unique Market Reference No. B0702BB302490R as arranged by Special Risk Insurance Managers Ltd.	65	Liab	36%	\$6,216		
Lloyd's Underwriters under Contract No. BB306180R/Unique Market Reference No. B0702BB306180R as arranged by Special Risk Insurance Managers Ltd.	A1	Liab	14%	\$2,418		
Lloyd's Underwriters under Contract No. BB310740R/Unique Market Reference No. B0702BB310740R as arranged by Special Risk Insurance Managers Ltd.	AK	Liab	6%	\$1,036		
Lloyd's Underwriters under Contract No. BB311340R/Unique Market Reference No. B0702BB311340R as arranged by Special Risk Insurance Managers Ltd.	AS	Liab	4%	\$691		
HDI Global Specialty SE - Canadian Branch, as arranged by Special Risk Insurance Managers Ltd.		Liab	15%	\$2,591		
Trisura Guarantee Insurance Company, as arranged by Special Risk Insurance Managers Ltd.		Liab	20%	\$3,454		
Arch Insurance Canada Ltd., as arranged by Special Risk Insurance Managers Ltd.		Liab	5%	\$864		
				<b>Total Premium</b>		<b>\$20,520</b>

## **DISCLOSURE NOTICE UNDER THE FINANCIAL INSTITUTIONS ACT**

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to the customer in writing at the time of entering into an insurance transaction.

1. **Special Risk Insurance Managers Ltd.** is licensed as a Managing General Agency by the Insurance Council of British Columbia.
2. This transaction is between you and **Underwriters at Lloyd's through Special Risk Insurance Managers Ltd.**
3. In soliciting the transaction described above, the broker is representing **Special Risk Insurance Managers Ltd.** who does business with the insurer.
4. The nature and extent of the insurer interest in **Special Risk Insurance Managers Ltd.** is none.
5. Upon completion of this transaction, the broker will be remunerated by way of commission or fee by **Special Risk Insurance Managers Ltd.**
6. The Financial Institutions Act prohibits the insurer from requiring you to transact additional or other business with the insurer or any other person or corporation as a condition of this transaction.
7. In accordance with the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada

**Insured:** As per declarations page  
**Policy:** As per declarations page  
**Date:** As per declarations page

## Privacy Notice

### HDI Global Specialty SE

HDI Global Specialty SE ("HDI Global Specialty") is an insurance company whose registered home office address is Podbielskistraße 396, 30659 Hannover, Germany. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation ("GDPR"). HDI Global Specialty operates a Canadian branch located at 130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5 Canada ("HSCB"). In addition to complying with the GDPR, HSCB also complies with the Personal Information Protection and Electronic Documents Act ("PIPEDA") and, where applicable, with the "PIPA Alberta", "PIPA BC", and "Quebec Privacy Act" (collectively, "Canadian Privacy Laws").

HSCB collects personal information, and in some cases, may collect sensitive information. "Personal information" means information about an identifiable individual. Personal information does not include business contact information such as an employee's name, title, business address, telephone number or email addresses that is collected, used or disclosed solely for the purpose of communicating with that person in relation to their employment or profession. "Sensitive information" is personal information and includes information about an individual's health, genetics, race, political opinion or membership, religion, philosophical beliefs, union membership, sexual orientation and criminal record. While some information will always be considered sensitive information (i.e. medical records and income records), any information can be sensitive depending on the context. HSCB will assess whether the personal information is sensitive information prior to collection.

#### Collecting your personal information

We limit the collection and use of personal information to what we require in order to serve you as a customer and to administer our business, including to:

- Assess applications for insurance;
- Administer insurance policies;
- Investigate, adjust or settle claims;
- Defending or prosecuting legal claims or regulatory proceedings;
- Detect, investigate, prevent and suppress fraud, authorized, or illegal activities;
- Comply with applicable laws and requirements of regulators, including self-regulatory organizations.

In order to undertake these tasks we may share personal information with our insurance brokers, reinsurers, affiliates and other insurance market participants.

We typically collect personal information from your agent, insurance broker and/or other insurance intermediary; however, we may also collect personal information directly from you.

#### Consent

HSCB will obtain your consent to collect, use, disclose and/or share your personal information, subject to specified exceptions contained in Canadian Privacy Laws. Your consent may be obtained in different ways depending on the situation: implied consent or express consent. Your implied consent is obtained

when you approach us to obtain information about an insurance product, inquire about or apply for insurance products or services from us, and through your use of our insurance product(s). Your express consent – which may be obtained verbally, in writing or online – is required to collect sensitive information, which could occur during a claims process.

If you provide us with personal information about another person, we expect you to ask for their permission to do this and consent to our privacy policy on their behalf.

You may withdraw your consent to the collection, use and disclosure of your personal information, subject to certain limitations. However, if you do so, we may not be able to continue to provide you with our insurance products and services. If you wish to withdraw your consent, please contact our Privacy Officer.

### **Rights of access / challenges**

You have a right to access the personal information that we hold about you, subject to any legal restrictions or rights of refusal. You also have the right to challenge the accuracy and completeness of the information, and have that information amended as appropriate.

If you have any questions, comments, or challenges with respect to our privacy policy, or wish to access your personal information, you may contact our Privacy Officer at the following:

Lauren Groen, Privacy Officer  
HDI Global Specialty SE – Canadian Branch  
130 Adelaide Street West, Suite 3400  
Toronto, ON M5H 3P5

E-mail address: [PrivacyCanadaBranch@hdi-specialty.com](mailto:PrivacyCanadaBranch@hdi-specialty.com)

**The complete Privacy Policy of the Canadian branch of HDI Global Specialty SE can be found at the following link:**

[https://www.hdi.global/globalassets/\\_local/americas/en-ca/downloads/specialty/hgs\\_privacypolicy\\_ca\\_en.pdf](https://www.hdi.global/globalassets/_local/americas/en-ca/downloads/specialty/hgs_privacypolicy_ca_en.pdf)

**The complete Privacy Policy of HDI Global Specialty SE can be found at the following link:**

<https://www.hdi-specialty.com/int/en/legals/privacy>

Paper copies of the complete privacy policies are available upon request.



## **Special Risk and Your Privacy**

*Special Risk Insurance Managers Ltd. is committed to protecting the privacy, confidentiality, accuracy and security of the personal information that it collects, uses, retains and discloses in the course of conducting business.*

### **Building Relationships with You**

To build a lasting relationship with you, and to provide you with requested products, services and advice, we need certain information. The information we gather about you varies, depending on your desired product or service. "Personal information" is information – oral, electronic or written – about an identifiable individual, including (but not limited to):

- **name, address and telephone number**
- **age, gender, family and marital status**
- **driving record**
- **previous insurance and claims experience**
- **medical and health information**
- **employment information**
- **banking information, credit rating, payment records**
- **identification numbers**
- **assets and liabilities**

### **Using Your Personal Information**

As part of our relationship with you, we may collect, use and disclose your personal information to:

- **identify you**
- **understand your needs**
- **confirm your application information and assess your eligibility for products and services**
- **provide you with ongoing services, establish and maintain communication, and to respond to your inquiries**
- **investigate and settle your claims, and determine your eligibility for benefits**
- **provide information that may be of interest to you**
- **meet regulatory requirements**

We may collect, use and disclose your information with your Broker, other insurers, insurance reporting agencies, credit bureaus, and/or any other person, corporation, firm or enterprise (such as the Motor Vehicle Licensing Bureau). This would **only** be done as reasonably required for the purposes stated above.

Before using your information for any purpose other than those listed above, we or your Broker will explain the purpose and obtain your consent. We do not sell client lists nor do we collect, use or disclose your personal information without your consent, except where authorized by law. *We do not share your health information without your express consent.*

Except as otherwise stated in this brochure, Special Risk will **not** use your personal information to offer other products or services from us, from any companies affiliated with us or from any of our business partners. This is what your insurance Broker does for you. If you have any questions about what your insurance Broker does with your personal information, please contact their office for details on their policies and procedures with respect to your private data.



## **Your Rights**

As a valued client of Special Risk, you have the right to access your personal information and request changes if required. It is also your legal right to deny us the use or disclosure of your information for certain purposes, or to choose not to provide us with some or all of your personal information. Please note however, that we only collect information that is necessary to determine your eligibility for coverage, process your business and handle your claims. Therefore, should you exercise this right and refuse to provide the required information, we will not be able to provide you with the requested products or services.

By providing your consent for us to collect, use and disclose your personal information, we can better provide you with services and products, information and counsel.

Special Risk notifies your Broker of special product offers, contests, community events, new discounts, coverages, products and services. Be sure to let your Broker know if you would like to receive this information.

Once Special Risk has issued a policy to you, you may not withdraw your consent. This is necessary since we may be required to use your personal information in the normal course of handling your business, past and present. For example, we may need to contact you in the event of a claim.

## **Our Commitment To You**

Maintaining the security of your personal information is a top priority. Only authorized personnel have access to your information. Our systems and procedures are designed to prevent the loss, misuse, unauthorized access, disclosure, alteration, and destruction of your information. Our commitment to security is emphasized in our Code of Ethics and extends to the contracts and agreements that we sign with external suppliers and service providers. We will only retain your information for as long as required for the purposes for which it was collected and/or any legal or regulatory requirements.

## **Privacy Questions, Comments or Requests?**

If you have any questions, comments, concerns or requests pertaining to our privacy policy – please feel free to:

- talk to your broker
- contact us at:  
Special Risk Insurance Managers Ltd.  
Privacy Compliance Officer  
#103-8411-200<sup>TH</sup> Street,  
Langley, BC  
V2Y 0E7  
Tel: (604) 888-0050  
Toll Free: 1-800-993-6388  
Fax: (604) 888-1008

**Note:** The Privacy Policies of Insurers/Underwriters at risk are also available upon request.

**Note:** For Quebec Residents:

**If a conflict arises between Federal and Quebec privacy legislation for events occurring in the province of Quebec, then Quebec privacy legislation shall prevail.**



**CANCELLATION OF  
INSURANCE**

*Effected with certain Lloyd's Underwriters  
(hereafter called the "Insurer", through*

**SPECIAL RISK INSURANCE MANAGERS LTD.**  
Langley, British Columbia

We hereby agree that policy (certificate) number: \_\_\_\_\_

issued on behalf of: **LLOYD'S UNDERWRITERS**

in the name of: \_\_\_\_\_  
\_\_\_\_\_

together with renewal certificates relating thereto,  
be declared null and void as of: \_\_\_\_\_

and that the Insurer be relieved from all liability there under as from said date.

Signature of Insured: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Signature of Mortgagee: \_\_\_\_\_

Date of cancellation: \_\_\_\_\_

Date of Inception: \_\_\_\_\_

Period in force: \_\_\_\_\_

Whole premium: \_\_\_\_\_

Earned premium: \_\_\_\_\_

Refund: \_\_\_\_\_

State whether the refund is calculated: ☐ Pro Rata ☐ Short Rate

Reason: \_\_\_\_\_

State new number if replaced: \_\_\_\_\_



## **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

E-mail: [info@lloyds.ca](mailto: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](http://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](http://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](http://www.fcac-acfc.gc.ca)

## **PRIVACY: 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.loyds.com](http://www.loyds.com). Further details can be found on our online Cookies policy at <http://www.loyds.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 particular 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](mailto: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](mailto:info@lloyds.ca).

05/19

LSW1543D

## Making a Complaint

### HDI Global Specialty SE

At HDI Global Specialty SE each of our customers is important to us, and we believe you have the right to a fair, swift and courteous service at all times. If you are dissatisfied with the service you have received and wish to make a complaint, please contact us by email: [complaints-canadianBranch@hdi-specialty.com](mailto:complaints-canadianBranch@hdi-specialty.com)

We will acknowledge your complaint in writing and provide you with our initial response within ten (10) business days of receipt.

If your complaint has not been resolved earlier, we will provide you with a final response within fifty-six (56) days of receipt of your complaint. If we are unable to provide you with a final response within this time frame, we will write to you explaining the delay and advise you when you can expect a final response.

If you are a customer of our Canadian branch (outside Quebec), and if more than 56 days from the date of your complaint have elapsed and you have not received a final response, or you are dissatisfied with the final response you have received from us, you may choose to refer your complaint to the:

#### **General Insurance OmbudService (GIO):**

4711 Yonge street  
10<sup>th</sup> Floor  
Toronto, ON M2N 6K8  
1-877-225-0446  
416-299-4261 (fax)

Website:  
<https://giocanada.org/>

Online Complaint Form:  
<https://giocanada.org/submit-a-complaint/>

## Sanctions clause

HDI Global Specialty SE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Canada or United States of America.



## **SERVICE OF SUIT CLAUSE (CANADA)**

(Action against Insurer)

Notices, including notices of legal proceedings, in connection with this Agreement and involving the Underwriter **HDI Global Specialty SE acting through its Canadian Branch**, shall be in writing and sent to the address and/or email address included below:

Head of Branch, for  
HDI GLOBAL SPECIALTY SE - CANADIAN BRANCH  
130 Adelaide Street West, Suite 3400, Toronto, Ontario M5H 3P5;  
email address: [derek.spafford@hdi-specialty.com](mailto:derek.spafford@hdi-specialty.com)





#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

**LMA3100**

**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 & Grayson LLP, One Place Ville Marie, Suite 3000, Montreal, Quebec H3B 4N8

LMA5028B

15 April 2022

## 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.

07/03/08

LMA5096 (Combined Certificate)

## **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.

# INSURING AGREEMENT, MISCELLANEOUS CLAUSES AND ADDITIONAL CONDITIONS

## APPLICABLE TO ALL PROPERTY AND BUSINESS INTERRUPTION COVERAGES OF THIS POLICY

The terms and conditions in this document apply to all property and business interruption coverages of this policy except as they may be modified or supplemented by the forms or endorsements attached.

### 1. INSURING AGREEMENT

The Insurer, in consideration of the payment of premium, in reliance upon the statements in the Declarations made a part of this Policy and subject to all the terms and conditions of this Policy and the Forms and endorsements attached, agrees with the Named Insured as follows:

In the event that any of the property insured be lost, destroyed or damaged by the Perils Insured, at any time while this Policy is in force, the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:

- (a) the actual cash value of the property at the time of loss, destruction or damage;
- (b) the interest of the Insured in the property;
- (c) the limit of liability provided by the policy in respect of the property lost, destroyed or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

### 2. REMOVAL

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

### 3. DEBRIS REMOVAL

The following extension of coverage shall not increase the applicable amounts of insurance within this policy.

(a) **Debris Removal:** The Insurer will indemnify the 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.

The total amount payable under this extension shall not exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.

(b) **Removal of Windstorm Debris:** The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this form but which has been blown by windstorm upon a location specified on the "Declaration Page".

Extensions of coverage (a) and (b) do not apply to cost or expenses:

(c) "Pollutants" means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes,

- (i) to "clean up" "pollutants" from land or water, or
- (ii) 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".

Debris removal expense shall not be considered in the determination of actual cash value for the purpose of applying the Co-insurance Clause.

### 4. COMMON EXCLUSIONS – PROPERTY SECTION

This policy does not insure against loss, destruction or damage caused directly or indirectly:

- (a) by civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (b) (1) by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- (2) by contamination by radioactive material;
- (c) proximately or remotely, arising in consequence of or contributed to by enforcement of any by-law, regulation, ordinance, or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

Nor does this Policy insure against:

- (d) (1) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up", but this exclusion does not apply:
  - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this form;
  - (ii) to loss or damage caused directly by a peril not otherwise excluded under this form;
- (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"

### 5. DEFINITIONS

Wherever used in this Form:

- (a) "Clean up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants," including testing which is integral to the aforementioned processes.
- (b) "Declaration Page" means the Declaration Page applicable to this Form.  
acids, alkalis, chemicals and waste. "Waste" includes materials to be recycled, reconditioned or reclaimed.

## ADDITIONAL CONDITIONS

### NOTICE TO AUTHORITIES

- I. Where the loss is due to malicious acts, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice to the police or other authorities having jurisdiction.

### NO BENEFIT TO BAILEE

- II. It is warranted by the Insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.

### PAIR AND SET

- III. 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.

### PARTS

- IV. 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.

### SUE AND LABOUR

- V. 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.

### BASIS OF SETTLEMENT

- VI. 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.

### SUBROGATION

- VII. The Insurer, upon making any payment or assuming liability therefor under this Policy, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby 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.

### TERMINATION OF INSURANCE

- VIII. (1) This contract may be terminated,  
(a) by the Insurer giving to the Insured written notice of termination at least:  
(i) five days before the effective date of termination if personally delivered;  
(ii) fifteen days before the effective date of termination if the contract is terminated by registered mail for non-payment of premium; or  
(iii) thirty days before the effective date of termination if the contract is terminated by registered mail for any other reason.  
(b) by the Insured at any time on request.  
(2) If the contract is terminated by the Insurer,  
(a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and  
(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.  
(c) the written notice will be mailed or delivered to the Insured's last known mailing address.  
(3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.  
(4) The fifteen and thirty days referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

### IX. CONTRIBUTION

If on the happening of any loss or damage to property in consequence 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 hereunder shall be limited to its rateable proportion of such claim.

## PROPERTY OCCURRENCE DEDUCTIBLE ENDORSEMENT

In the event of a claim under this policy, caused by an insured peril, the Insurer shall be liable only for the amount by which the adjusted claim exceeds the deductible amount stated in the Declarations.

Should any adjusted claim or occurrence give rise to the application of more than one deductible amount, then only the highest single deductible amount will be applied against the adjusted claim.

This deductible does not operate to reduce the applicable limits of liability.

All other terms and conditions of the policy remain unchanged.



## **DENT CLAUSE**

Notwithstanding anything contained herein to the contrary, any dent damage to the outer covering of any structure caused by

windstorm or hail, will not be considered under this policy unless the outer covering is punctured.

All other terms and conditions of the policy remain unchanged.

**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**

1. 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 HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

**RIGHT OF SUBROGATION**

2. 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 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 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**

3. 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**

4. 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**

5. **Excluding Province of Quebec** - 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.

**Province of Quebec** - 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 Articles 2477 and 2479 of the Civil Code of the Province of Quebec, but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without 15 days' notice to the Mortgagee by registered letter.

**FORECLOSURE**

6. 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.

## DATA EXCLUSION

### APPLICABLE TO ALL PROPERTY COVERAGES OF THIS POLICY

This endorsement replaces any other exclusion in this Policy for disturbance or erasure of electronic recordings by electric or magnetic injury and any electronic date recognition or misinterpretation of date exclusion.

**SECTION A** – Applicable to all coverages other than those indicated for Section B:

1. This Policy does not insure **"Data"**.
2. This Policy does not insure loss or damage caused directly or indirectly by **"Data Problem"**, regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage, and any business interruption or extra expense loss resulting from such loss or damage, except as follows:
  - a. If loss or damage caused by **"Data Problem"** results in the occurrence of further loss of or damage to property insured that is directly caused by:
    - (i) **"Named Perils"** as defined in this endorsement; or
    - (ii) the following perils only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) flood;
      - (c) freeze.this exclusion 2 shall not apply to such resulting loss or damage.
  - b. If **"Data Problem"** is the direct result of
    - (i) **"Named Perils"** as defined in this endorsement; or
    - (ii) the following perils, only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) earthquake;
      - (c) flood;
      - (d) sewer back-upat the premises of the Insured, this exclusion 2 shall not apply to resulting business interruption or extra expense loss, if insured under this policy.

**SECTION B** – Applicable to Accounts Receivable, Valuable Papers and Records, and Electronic Data Processing, Computer, and Office Contents Coverages:

1. This Policy does not insure loss or damage caused directly or indirectly by **"Data Problem"** regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage, and any business interruption or extra expense loss resulting from such loss or damage, except as follows:
  - a. If loss or damage caused by **"Data Problem"** results in the occurrence of further loss of or damage to property insured that is directly caused by:
    - (i) **"Named Perils"** as defined in this endorsement; or
    - (ii) the following perils only if otherwise insured and not otherwise excluded:
      - (a) escape of water from any tank, apparatus or pipe;
      - (b) flood;
      - (c) freeze

at the premises of the Insured, this exclusion shall not apply to such resulting loss or damage.

- b. If **"Data Problem"** is the direct result of
  - (i) **"Named Perils"** as defined in this endorsement; or
  - (ii) the following perils only if otherwise insured and not otherwise excluded:
    - (a) escape of water from any tank, apparatus or pipe;
    - (b) earthquake;
    - (c) flood;
    - (d) sewer back-upat the premises of the Insured, this exclusion shall not apply.

#### DEFINITIONS:

**"Data"** means representations of information or concepts, in any form.

**"Data Problem"** means:

- 1) erasure, disturbance, destruction, corruption, misappropriation, misinterpretation of "Data";
- 2) error in creating, amending, entering, deleting or using "Data"; or
- 3) inability to receive, transmit or use "Data".

**"Named Perils"** means:

#### A. FIRE OR LIGHTNING

**B. EXPLOSION:** 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, operated or controlled by the Insured:

- (i)
  - (a) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
  - (b) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
  - (c) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
  - (d) smelt dissolving tanks;
- (ii) 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;
- (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

- (iv) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosion;
- (v) gas turbines.

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

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

**C. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE:**

The terms "Aircraft" and "Spacecraft" include articles dropped therefrom.

There shall in no event be any liability hereunder to cumulative damage or for loss or damage:

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

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

**E. LEAKAGE FROM FIRE PROTECTIVE**

**EQUIPMENT:** The term Leakage from Fire Protective Equipment means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the "Declarations Page" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.

**F. WINDSTORM OR HAIL:** There shall in no event be any liability hereunder for loss or damage:

- (i) to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by a windstorm or hail;
- (ii) directly or indirectly caused by any of the following whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, tsunamis, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.

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

## TERRORISM EXCLUSION

### APPLICABLE TO ALL PROPERTY COVERAGES OF THIS POLICY

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that:

1. (a) this Policy does not insure loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- (b) however, if an act of "Terrorism" results in ensuing loss or damage to insured property, which results directly from fire or explosion as defined by Statute, exclusion 1(a) shall not apply to such ensuing loss or damage.

2. In no event shall item 1(b) be construed to give coverage for any delay, loss of market, or loss of use or occupancy, or any additional charges or expense.

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

## **FUNGI AND FUNGAL DERIVATIVES EXCLUSION**

### **APPLICABLE TO ALL PROPERTY COVERAGES OF THIS POLICY**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, this Policy shall not insure:

- (a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores" unless such "fungi" or "spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;
- (b) the cost or expense for any testing, monitoring, evaluating or assessing of "fungi", or "spores".

#### **DEFINITIONS:**

- (a) "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 "Spore(s)" or resultant mycotoxins, allergens, or pathogens.
- (b) "Spore(s)" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

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

### **MICROORGANISM EXCLUSION (ABSOLUTE)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

14/09/2005

LMA5018

## **COMMUNICABLE DISEASE ENDORSEMENT**

**(For use on property policies)**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**All other terms, conditions and exclusions of the policy remain the same.**

LMA5393

25 March 2020



### **PROPERTY CYBER AND DATA EXCLUSION**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### **Definitions**

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

## CONDITIONS

The conditions as set out below apply to all of the perils insured by this policy either as STATUTORY CONDITIONS or as contractual conditions as the law may require.

### STATUTORY CONDITIONS/CONDITIONS

#### Misrepresentation

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

#### Property of Others

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

#### Change of Interest

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

#### Material change

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

#### Termination

5. 1. This contract may be terminated,
  - (a) By the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  - (b) By the insured at any time on request.
2. Where this contract is terminated by the insurer,
  - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

## Requirements after Loss

6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
  - (a) forthwith give notice thereof in writing to the insurer;
  - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
    - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
    - (iv) showing the amount of other insurances and the names of other insurers,
    - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
    - (vii) showing the place where the property insured was at the time of loss;
  - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

## Fraud

7. 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.

## Who May Give Notice and Proof

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

## Salvage

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

## Entry, Control, Abandonment

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

## Appraisal

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

## When Loss Payable

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

## Replacement

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

## Action

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

Two years in the Province of Manitoba and the Northwest and Yukon Territories. Saskatchewan

Statutory Condition 14 is repealed. See The Limitations Act, 5.5. 2004, c.L-16.1. Notice

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

## ADDITIONAL CONDITIONS

### Notice to Authorities

1. Where the loss is due to malicious acts, 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.

### No Benefit to Bailee

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

### Pair and Set

3. 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.

### Parts

4. 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.

#### Sue and Labour

5. 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.

#### Basis of Settlement

6. 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.

#### Subrogation

7. The insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

6/05

LSW1193A

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE –  
PHYSICAL DAMAGE - DIRECT**

*(Approved by Lloyd's Underwriters' Non-Marine Association.)*

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \*NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising direct or indirectly from that Fire.

\*Note.-If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59

N.M.A. 1191

## **U.S.A. & CANADA**

### **LAND, WATER AND AIR EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

### **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

## DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
  - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
  - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
  - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of CAD\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
  - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
    - (i) the amount of the Damage or Destruction; and
    - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.



## MISCELLANEOUS PROPERTY FORM

### INDEMNITY AGREEMENT

1. In the event that any of the property insured be lost or damaged by the perils insured against the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:
  - (a) the actual cash value of the property at the time of loss or damage;
  - (b) the interest of the Insured in the property;
  - (c) the amount of insurance specified in the Declarations in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance specified in the Declarations.

### PROPERTY INSURED

2. This Form insures the property described in the Declarations, including appurtenances thereof attached thereto or containers thereon, the property of the Insured or of others while in the care, custody or control of the Insured and for which the Insured is legally liable. Each item described is to be deemed separately insured.

### LIMITS OF LIABILITY

3. The liability of the Insured shall not exceed:
  - (a) The amount specified in the Declarations for each item; nor
  - (b) The Catastrophe Limit, if any, specified in the Declarations for any one casualty or disaster, either in case of partial or total loss or salvage charges or other charges or expenses or all combined.

### DEDUCTIBLE

4. Each claim for loss or damage shall be adjusted separately and from the amount of each such adjusted claim the Deductible Amount specified in the Declarations shall be deducted.

### CO-INSURANCE

5. The Insurer shall be liable in the event of loss for no greater proportion thereof than the amount insured bears to the actual cash value of the property insured hereunder at the time when such loss or damage shall happen. If this Form insures two or more items, this condition shall apply to each item separately.

### PERILS INSURED

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

### PROPERTY EXCLUDED

7. This Form does not insure:
  - (a) accounts, bills, currency, deeds, evidences of debt or title, money, notes, securities, stamps, letters of credit, passports, documents, railroad or other tickets, and valuable papers;
  - (b) animals, fish, birds, growing plants, automobiles, motor trucks, motorcycles, aircraft, watercraft, or other conveyances;
  - (c) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
  - (d) electrical appliances, devices or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage;

- (e) sporting equipment where loss or damage is due to the use thereof;
- (f) loss or damage to insured property while waterborne, unless caused by the stranding, sinking, burning or collision of any regular ferry including general average and salvage charges.

### PERILS EXCLUDED

8. This Form does not insure against:
  - (a) mechanical breakdown or derangement, gradual deterioration, wear and tear, latent defect, inherent vice, or the cost of making good faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this Form resultant damage to the property is insured;
  - (b) mysterious disappearance, unaccountable loss, or loss or shortage disclosed on taking inventory;
  - (c) loss or damage sustained while the property insured is actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of the property insured, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
  - (d) delay, loss of market, loss of use or occupancy;
  - (e) dampness or dryness of atmosphere, changes of temperature, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish, rust or corrosion, marring, scratching or crushing;
  - (f) breakage of glass or similar fragile materials, marring, scratching or crushing unless loss or damage to the insured property is caused directly by fire or the combating thereof, lightning, flood, earthquake, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles other than transporting conveyances, rupture of pipes or breakage of apparatus, sprinkler leakage, vandalism, malicious acts, theft, attempted theft or accident to the transporting conveyance;
  - (g) loss or damage resulting from misappropriation, secretion, conversion, infidelity or any dishonest or criminal act on the part of the Insured or other party of interest, employees or agents of the Insured, or any person to whom the insured property may be entrusted (bailees for hire excepted);
  - (h) loss or damage caused by disturbance or erasure of electronic recordings by electrical or magnetic injury except by lightning;
  - (i) breaking through ice or subsidence of ice; sinking in muskeg, swamp or soft soil;
  - (j) loss or damage caused by or resulting from theft or attempted theft of the property insured, when left unattended, unless the loss be a direct result of violent forcible entry, of which there shall be visible evidence, into a locked building, room or locker.

### SPECIAL CONDITIONS

9. (a) Locked Vehicle Warranty  
It is warranted by the Insured that any vehicle in which the property insured is carried is equipped with a fully enclosed metal body or compartment, and the Insurer shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.

- (b) **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.
- (c) **Breach of Conditions**  
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 Form, 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 or if the breach of condition occurred in any portion of the project over which the Insured has no control.
- (d) **Other Insurance**  
Where there is any other valid and collectible insurance providing indemnity for loss for which this Form provides indemnity, the Insurer shall be liable only for its rateable proportion of the loss.
- (e) **Pair and Set**  
In the case of loss or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss 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.
- (f) **Parts**  
In the case of loss 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.
- (g) **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 owner of the property.
- (h) **Territorial Limits**  
This Form insures only within the territorial limits of Canada and the continental United States of America, excluding Alaska.

## **VALUABLE METALS EXCLUSION**

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that this policy shall not provide coverage or indemnity for any claim that may arise from the theft or attempted theft, and any vandalism or malicious damage caused by or resulting from such theft or attempted theft of any copper, aluminium or any other precious or semi-precious alloys or metals that are attached, included or connected to buildings or structures, or any part of any machinery or equipment attached, included or connected to buildings or structures.

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

**CRIME STANDARD CONDITIONS**

All of the Crime Standard Conditions set forth hereunder apply with respect to all of the perils insured under Burglary and Robbery riders and / or endorsements attached to this policy except as these Crime Standard conditions may be modified or supplemented by the riders and / or endorsements attached.

**1. Representations:**

By accepting this policy, the Insured agrees:

- (a) that the statements in the Declarations are accurate and complete;
- (b) those statements are based upon representations they made to the Insurer; and
- (c) the Insurer has issued this policy in reliance upon the Insured's representations.

**2. Ownership of Property Insured:**

The property covered hereby may be owned by the Insured or held by the Insured in any capacity, whether or not the Insured is liable for such loss or damage as is covered hereby, provided that the Insurer shall not be liable for such damage to the premises unless the Insured is the owner thereof or is liable for such damage thereto.

**3. Alarm Systems and Protective Systems:**

If for reasons beyond the insured's control, the alarm system or any other protective service or equipment described in the Declarations is not maintained, the insurance under this policy shall apply only in the reduced amount which the premium for this policy would have purchased in the absence of such protection, in accordance with the Insurer's manual; except that the full amount of insurance under this policy shall apply if the Insured, until such time as the alarm system described in the Declarations has been restored to proper working condition, provides at least one watchman within the premises at all times when such premises are not open for business, and such watchman is in addition to any number of watchmen specified in the Declarations.

The Insured, upon receipt of advice that alarm signals from the alarm system will be disregarded by police, shall give immediate notice thereof to the Insurer; the Insurer may suspend the policy by written notice. A pro rata refund will be allowed for the period of suspension.

**4. Inspection:**

The Insurer shall be permitted to inspect the premises at any reasonable time.

**5. War Risk Exclusion:**

This policy does not insure against loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

**6. Reinstatement:**

The occurrence of a loss covered by this policy shall reduce the amount of insurance but, unless notice is given to the Insurer to the contrary as soon as practicable, the insurance shall be automatically reinstated as of the time of the loss as to acts committed or events occurring thereafter, and additional premium, on a pro rata basis, shall on demand become payable therefore.

**7. Proof of Loss and Prosecution:**

Proof of loss under oath on forms provided by the Insurer, in such detail as required by the insurer, particulars of the interest of the Insured and of all others in the property in respect of which the indemnity is claimed, of the encumbrances thereon and of all other insurance whether valid or not, shall be furnished to the Insurer within sixty days from the date of the discovery of such loss.

The Insured, upon request of the Insurer, shall render every assistance to facilitate the investigation and adjustment of any claim, exhibiting for that purpose any and all records, papers and vouchers bearing in any way upon the claim made and submitting themselves and their associates in interest and also, so far as possible, the insured's employees to examination and interrogation under oath by any representative of the Insurer if required.

In the event of loss for which claim is made, the Insured shall, if the Insurer so requests in writing, take legal action at the Insurer's expense to secure the arrest and prosecution of the offenders and the recovery of the property.

**8. Valuation of Property Insured:**

In no case shall the Insurer be liable in respect of loss or damage to

- (a) property, other than securities and property held by the Insured as a pledge or as collateral for an advance or loan, for more than the actual cash value thereof determined after due allowance for depreciation at the time the loss or damage was discovered by the Insured;
- (b) securities, if insured by this policy, for more than the cost of an equivalent amount of securities of the same issue purchased by or at the instance of the Insurer; provided, however, that if prior to such purchase by or at the instance of the Insurer, the Insured shall be compelled, by the demands of a third party or by market rules, to assume the cost of an equivalent amount of securities of the same issue, and shall notify the insurer, in writing, of such compulsion, such cost shall be taken as the value of such securities. If the securities cannot be replaced and the value cannot be established, it may be determined by agreement or by arbitration;
- (c) property held by the Insured as a pledge or as collateral for an advance or loan, for more than the value of the property as determined and recorded by the insured when making the advance or loan. In the absence of such record the Insurer's liability shall be limited to the unpaid portion of the advance or loan plus accrued interest at legal rates.

**9. Procedure in Event of claim for Property of Persons Other Than the Insured:**

In the event of a claim for loss involving property not owned by the Insured, the Insurer may adjust such loss or damage either with the Insured or with the owner of such property and payment of such loss or damage to the Insured or owner shall constitute full satisfaction of the claim. If legal proceedings are taken against the Insured to recover for such loss or damage, the Insured shall immediately notify the Insurer in writing and the Insurer may immediately notify the Insurer in writing and the Insurer may conduct and control the defence in the name and on behalf of the Insured.

**10. Provision for Insurer to Repair or Replace:**

The Insurer may elect to repair any damaged property or replace any lost or damaged property with other of like quality and value or pay for the same in money.

**11. Other Insurance:**

Where there is any other valid insurance providing indemnity for loss for which this policy provides indemnity, the insurer shall be liable only for its rateable proportion of such loss.

**12. Subrogation:**

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

**13. Cancellation**

- (a) The Insured 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 Insured written notice of cancellation at least:
  - (1) 15 days before the effective date of cancellation if the insurer cancels for non-payment of premium; or
  - (2) 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 the receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation as shown in (b)(1) or (2) above. 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 Insured's last known address depending upon the reason for cancellation. Delivery by the Insurer shall be equivalent to mailing.
- (c) The Insurer will mail or deliver their notice to the Insured's last mailing address known to the Insurer.
- (d) The policy period will end on the date cancellation takes effect.
- (e) If this policy is cancelled, the Insurer will send the Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made a refund.

**14. Change of Interest**

The Insurer will not be liable to anyone other than the Insured unless the Insurer has been advised of a change of interest and consented to it. However, if the Insured dies, or is declared insolvent or bankrupt, this policy will insure the Insured's legal representative.

**15. Changes**

This policy contains all the agreements between the Insured and the Insurer concerning the insurance provided by this policy. the Insured may request changes to this policy however, such changes will be effective only upon the insurer's consent as evidenced by their issuing an endorsement which will form part of this policy.

**16. Duties in the Event of Loss**

After the Insured discovers a loss or a situation that may result in loss of or damage to insured property the Insured must:

- (a) notify the Insurer as soon as possible;
- (b) submit to examination under oath at the Insurer's request and give the Insurer a signed statement of their answers;
- (c) give the insurer a detailed, sworn proof of loss within 120 days;
- (d) co-operate with the Insurer in the investigation and settlement of any claim;
- (f) give immediate notice to the public police, or other peace authorities having jurisdiction, of any loss due to violation of law;
- (g) if "securities" are insured under this policy, take all reasonable measures to prevent their negotiation, sale or conversion.

**17. Legal Action Against the Insurer**

The Insured may not bring any legal action against the Insurer:

- (a) unless the Insured has complied with all the terms of this insurance; and
- (b) until 90 days after the Insured has filed proof of loss with the Insurer; and
- (c) unless brought within 2 years from the date the Insured discovers the loss.

**18. Recoveries**

- (a) Any recoveries, less the cost of obtaining them, made after settlement of loss insured by this policy will be distributed as follows:
  - (1) to the Insured, until the Insured is reimbursed for any loss that they have sustained that exceeds the Limit of Insurance and the deductible amount, if any;
  - (2) then to the Insurer, until they are reimbursed for the settlement made;
  - (3) then to the Insured, until they are reimbursed for that part of the loss equal to the deductible amount, if any.
- (b) Recoveries do not include recovery:
  - (1) from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit; or
  - (2) of original "securities" after duplicates of them have been issued.
- (c) The Insured is entitled to the recovered property upon reimbursing the insurer for the amount of indemnity paid to the Insured for such property. Whoever recovers such property will immediately notify the other party in writing.

**GENERAL DEFINITIONS**

"**BANKING PREMISES**" means the interior of that portion of any building occupied by a banking institution of similar safe depository.

"**BURGLARY**" (except as used in a Stock Burglary Rider) means the unlawful taking of insured property from within the "premises" by a person unlawfully entering or leaving the "premises" as evidenced by marks of forcible entry or exit. In the event that insurance is provided by a Stock Burglary Rider, "burglary" shall mean the unlawful taking of insured property from within the "premises", showcases or show windows, by a person unlawfully entering or leaving the "premises", showcases or show windows as evidenced by marks of forcible entry or exit from the "premises", showcases or show windows.

"**CUSTODIAN**" means the Insured or the Insured's partner or any employee authorized by the Insured to have the care and custody of insured property, excluding any person while acting as a "guard", janitor, porter, or "watchman".

**"EQUIPMENT"** means:

- (1) all contents usual to the Insured's business including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances, other than building or "stock";
- (2) similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable.

**"GUARD"** means any able-bodied person who accompanies a "custodian" at the Insured's direction, but who is not a driver of a public conveyance.

**"JEWELLERY"** means jewellery, watches, gems, pearls, precious or semi-precious stones and articles containing one or more gems, pearls, or precious or semi-precious stones.

**"KIDNAPPING"** means the compelling of a "custodian" outside the "premises", by violence or threat of violence, to admit a person or to furnish such person with the means of entry into the "premises" while closed for business, resulting in unlawful taking by such person of insured property from within the "premises", provided such loss shall occur before the "premises" are next open for business.

**"MONEY"** means currency and coins in current use and having a face value.

**"OCCURRENCE"** means any act or series of related acts involving one or more persons which results in a loss insured by this policy.

**"PREMISES"** means the interior of that portion of any building the Insured can occupy in conducting their business at the address designated in the Declarations but shall not include (1) showcases or show windows not opening directly into the interior of the premises, or (2) public entrances, halls or stairways. If insurance is provided by an Inside/Outside Robbery Rider, or a Money and Securities Rider, the definition of "premises" is extended to include the space immediately surrounding such building occupied by the Insured in conducting their business but shall not include (1) showcases or show windows not opening directly into the interior of the premises, or (2) public entrances, halls or stairways.

If insurance is provided by a Church Theft Rider, the definition of "premises" is extended to include: the rectory, parish-house, parsonage, manse, or residence occupied by a duly constituted financial or administrative officer of the Insured's; that portion of any other building which is owned by or leased to the Insured and used for the religious, educational, recreational or social activities of the Insured's congregation; and the grounds and out-buildings incidental above.

If insurance is provided by a Damage to Building by Burglary or Robbery Rider the definition of "premises" is extended to include the building and permanent fittings and fixtures attached thereto and forming part thereof.

**"PROPERTY"** means any property usual to the Insured's business other than "money" and "securities", that has intrinsic value but does not include the Insured's motor vehicles, trailers or semi-trailers or equipment and accessories attached to them or any property that is excluded under any rider.

**"ROBBERY"** means the taking of insured property from a

"custodian" by a person or persons who have:

- (1) caused or threatened to cause the "custodian" bodily harm; or
- (2) committed an overt unlawful act witnessed by the "custodian"; or
- (3) taken such property from a "custodian" who has been killed or rendered unconscious.

**"ROBBERY OF A WATCHMAN"** means the unlawful taking of insured property by violence or threat of violence inflicted upon a "watchman" and while such a "watchman" is on duty within the "premises".

**"SAFE BURGLARY"** means:

- (1) the unlawful taking of insured property from a vault or safe, which has a combination lock and is located within the "premises", by a person making unlawful entry into the vault or the safe and a vault which contains the safe, provided that:
  - (a) all doors of the vault, safe, or vault and safe are closed and locked by a combination lock; and
  - (b) the unlawful entry was forcible and is evidenced by visible marks on the exterior of the vault or safe and any vault containing the safe; or
- (2) the unlawful taking of the safe from the "premises". In the event that insurance is provided by a Safe Burglary Rider, the definition of "safe burglary" is restricted to any safe or vault described in the Declarations.

**"SECURITIES"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens, and tickets but does not include "money".

**"STOCK"** means:

- (1) merchandise of every description usual to the Insured's business but does not include motor vehicles, trailers or semi-trailers or equipment and accessories attached to them;
- (2) packing, wrapping and advertising materials; and
- (3) similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable; but does not include "securities".

**"WATCHMAN"** means any person employed exclusively by the Insured to have care and custody of insured property inside the "premises", while the "premises" are closed for business, and who has no other duties.

**COMPREHENSIVE DISHONESTY, DISAPPEARANCE, AND DESTRUCTION FORM**

The Insurer agrees, subject to the Declarations made a part hereof, the General Agreements, Conditions and Limitations and other terms of this Form to pay the Insured for:

**1. INSURING AGREEMENTS****I.A. Employee Dishonesty Coverage – Form A**

Loss of Money, Securities and other property which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts committed by an Employee, acting alone or in collusion with others, to an amount not exceeding in the aggregate the amount stated in the Limits of Liability applicable to this Insuring Agreement I.A., as indicated in the Declarations.

Should a deductible amount be stated in the Declarations as applying to the insurance under Insuring Agreement I.A., then the Insurer shall not be liable under said Insuring Agreement on account of loss through fraudulent or dishonest acts committed at any time, whether before or after this Form is effective, by any Employee or in which such Employee is concerned or implicated, unless the amount of such loss, after deducting the net amount of all reimbursement and recovery, including any cash deposit taken by the Insured, obtained or made by the Insured, other than from any bond or policy of insurance issued by a surety or insurance company and covering such loss, or by the Company on account thereof prior to payment by the Company of such loss, shall be in excess of the deductible amount stated in the Declarations, and then for such excess only, but in no event for more than the amount of insurance carried under Insuring Agreement I.A. on such loss.

**I.B. Employee Dishonesty Coverage – Form B**

Loss of Money, Securities and other property which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts committed by an Employee, acting alone or in collusion with others, the amount of insurance on each of the Employees being the amount stated in the Limits of Liability applicable to this Insuring Agreement I.B., as indicated in the Declarations.

Should a deductible amount be stated in the Declarations as applying to the insurance under Insuring Agreement I.B., then the Insurer shall not be liable under said Insuring Agreement on account of loss through fraudulent or dishonest acts committed at any time, whether before or after this Form is effective, by any Employee, unless the amount of such loss, after deducting the net amount of all reimbursement and recovery, including any cash deposit taken by the Insured, obtained or made by the Insured, other than from any bond or policy of insurance issued by a surety or insurance company and covering such loss, or by the Company on account thereof prior to payment by the Company of such loss, shall be in excess of the deductible amount stated in the Declarations, and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under Insuring Agreement I.B.. If more than one Employee is concerned or implicated in such loss, such deductible amount shall apply to each Employee so concerned or implicated.

**II. Loss Inside the Premises Coverage**

- (a) Loss of Money and Securities by the actual destruction, disappearance or wrongful abstraction thereof within the Premises or within any Banking Premises or similar recognized places of safe deposit.
- (b) Loss of other property by Safe Burglary or Robbery within the Premises or attempt thereat, and loss of 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.

- (c) 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.

Insurance under this section shall be limited to the amount stated in the Limits of Liability applicable to this Insuring Agreement II as indicated in the Declarations.

Should a deductible amount be stated in the Declarations as applying to the insurance under Insuring Agreement II., then the Insurer shall not be liable under said Insuring Agreement on account of any loss, except to the extent such loss is in excess of the deductible amount stated in the Declarations, with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Insurer's liability.

**III. Loss Outside the Premises Coverage**

- (a) 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 armoured motor vehicle company or while within the living quarters in the home of any Messenger.
- (b) Loss of other property by Robbery outside the Premises or attempt thereat while such property is being conveyed by a Messenger or any armoured motor vehicle company or by theft while within the living quarters in the home of any Messenger.

Insurance under this section shall be limited to the amount stated in the Limits of Liability applicable to this Insuring Agreement III as indicated in the Declarations.

Should a deductible amount be stated in the Declarations as applying to the insurance under Insuring Agreement III., then the Insurer shall not be liable under said Insuring Agreement on account of any loss, except to the extent such loss is in excess of the deductible amount stated in the Declarations, with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Insurer's liability.

**IV. Money Orders and Counterfeit Paper Currency Coverage**

Loss due to the acceptance in good faith in exchange for merchandise, Money or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit Canadian or United States paper currency, but limited to the amount stated in the Limits of Liability applicable to this Insuring Agreement IV as indicated in the Declarations.

**V. Depositors Forgery Coverage**

Loss which the Insured or any bank which is included in the Insured's proof of loss and in which the Insured carries a chequing or savings account as their respective interests may appear, shall sustain through forgery or alteration of, on or in any cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum

certain in money, made or drawn by or drawn upon the Insured, or made or drawn by one acting as agent of the Insured, or purporting to have been made or drawn as hereinbefore set forth, including:

- (a) any cheque or draft made or drawn in the name of the Insured, payable to a fictitious payee and endorsed in the name of such fictitious payee;
  - (b) any cheque or draft procured in a face to face transaction with the Insured, or with one acting as agent of the insured, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and
  - (c) any payroll cheque, payroll draft or payroll order made or drawn by the Insured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee;
- whether or not any endorsement mentioned in a., b., or c. be a forgery within the law of the place controlling the construction thereof, but limited to the amount stated in the Limits of Liability applicable to this Insuring Agreement V as indicated in the Declarations. Mechanically reproduced facsimile signatures are treated the same as hand-written signatures.

The Insured shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Insuring Agreement, whether sustained by the Insured or such bank, shall be paid directly to the Insured in its own name, except in cases where such bank shall have already fully reimbursed the Insured for such loss. The liability of the Insurer to such bank for such loss shall be a part of and not in addition to the amount of insurance applicable to the Insured's office to which such loss would have been allocated had such loss been sustained by the Insured.

If the Insured or such bank shall refuse to pay any of the foregoing instruments made or drawn as hereinbefore set forth, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the Insured or such bank to enforce such payment and the Insurer shall give its written consent to the defence of such suit, then any reasonable attorneys' fees, court costs, or similar legal expenses incurred and paid by the Insured or such bank in such defence shall be construed to be a loss under this Insuring Agreement and the liability of the Insurer for such loss shall be in addition to any other liability under this Insuring Agreement.

## 2. GENERAL AGREEMENTS

### (a) Consolidation-merger

If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become Employees or if the Insured shall thereby acquire the use and control of any additional Premises, the insurance afforded by this Form shall also apply as respects such Employees and Premises, provided the Insured shall give the Insurer written notice thereof within thirty days thereafter and shall pay the Insurer an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

### (b) Joint Insured

If more than one Insured is covered under this Form, the Insured first named shall act for itself and for every other Insured for all purposes of this Form. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of items 9, 10, and 17, constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any Employee as provided in item 17 shall apply to every Insured. If, prior to the cancellation or termination of

this Form, this Form or any Insuring Agreement hereof is cancelled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination or, as respects Insuring Agreement I.B., within two years therefrom. Payment by the Insurer to the Insured first named of any loss under this Form shall fully release the Insurer on account of such loss. If the Insured first named ceases for any reason to be covered under this Form, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this Form.

### (c) Loss under prior bond or policy

If the coverage of an Insuring Agreement of this Form other than Insuring Agreement V, is substituted for any prior bond or policy of insurance carried by the Insured, or by any predecessor in interest of the Insured, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, the Insurer agrees that such Insuring Agreement applies to loss which is discovered as provided in item 3 of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired; provided:

- (i) the insurance under this General Agreement 2. (c) shall be a part of and not in addition to the amount of insurance afforded by the applicable Insuring Agreement of this Form;
- (ii) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or events causing such loss were committed or occurred; and
- (iii) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

Insuring Agreement V shall also cover loss sustained by the Insured at any time before the termination or cancellation of Insuring Agreement V, which would have been recoverable under the coverage of some similar form of forgery insurance (exclusive of fidelity insurance) carried by the Insured or any predecessor in interest of the Insured, had such prior forgery insurance given all of the coverage afforded under Insuring Agreement V; provided, with respect to loss covered by this paragraph:

- 1) the coverage of Insuring Agreement V is substituted on or after the date hereof for such prior forgery coverage and the Insured or such predecessor, as the case may be, carried such prior forgery coverage on the office at which such loss was sustained continuously from the time such loss was sustained to the date the coverage of Insuring Agreement V was substituted therefor;
- 2) at the time of discovery of such loss, the period for discovery of loss under all such prior forgery insurance has expired; and



- 3) if the amount of insurance carried under Insuring Agreement V applicable to the office at which such loss is sustained is larger than the amount applicable to such office under such prior forgery insurance, and in force at the time such loss is sustained, then liability hereunder for such loss shall not exceed the smaller amount.

Notwithstanding any other Conditions described in this Form the following Conditions and Limitations shall apply in respect of insurance provided by this Form.

**THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENTS ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:**

**3. POLICY PERIOD, TERRITORY, DISCOVERY**

Loss is covered under this Form only if discovered not later than one year from the end of the Policy Period except that under Insuring Agreement I.B. loss is covered only if discovered not later than two years from the end of the Policy Period.

Subject to General Agreement 2 (c):

- (a) This Form, except under Insuring Agreements I.A., I.B. and V, applies only to loss which occurs during the Policy Period within Canada, any of the States of the United States of America, its territories or possessions.
- (b) Insuring Agreements I.A. and I.B. apply only to loss sustained by the Insured through Fraudulent or Dishonest Acts committed during the Policy Period by any of the Employees engaged in the regular service of the Insured within the territory designated above or while such Employees are elsewhere for a limited period;
- (c) Insuring Agreement V applies only to loss sustained during the Policy Period.

**4. EXCLUSIONS**

This Form does not apply:

- (a) to loss due to any fraudulent, dishonest, or criminal act by any Insured or a partner therein, whether acting alone or in collusion with others;
- (b) under Insuring Agreements I.A. and I.B., to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation; provided, however, that this paragraph shall not apply to loss of Money, Securities or other property which the Insured can prove, through evidence wholly apart from such computations, is sustained by the Insured through any fraudulent or dishonest act or acts committed by any one or more of the Employees;
- (c) under Insuring Agreements II and III, to loss due to any fraudulent, dishonest or criminal act by an Employee, director, trustee or authorized representative of any Insured, while working or otherwise and whether acting alone or in collusion with others; provided, this exclusion does not apply to Safe Burglary or Robbery or attempt thereat;
- (d) under Insuring Agreements II and III, to loss due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (e) under Insuring Agreements II and III, to loss (i) due to the giving or surrendering of Money or Securities in any exchange or purchase; (ii) due to accounting or arithmetical errors or omissions; or (iii) of manuscripts, books of account or records;

- (f) under Insuring Agreement II, to loss of Money contained in coin operated amusement devices or vending machines, unless the amount of Money deposited within the device or machine is recorded by a continuous recording instrument therein;
- (g) under Insuring Agreement II, to loss of Money, Securities and other property which has been transferred by any computer to a person or to a place outside the insured premises on the basis of unauthorized electronic instructions;
- (h) under Insuring Agreement II, to loss, other than to Money, Securities, a safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against;
- (i) under Insuring Agreement III, to loss of insured property while in the custody of any armoured motor vehicle company, unless such loss is in excess of the amount recovered or received by the Insured under:
  - (i) the Insured's contract with said armoured motor vehicle company;
  - (ii) insurance carried by said armoured motor vehicle company for the benefit of users of its service; and
  - (iii) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armoured motor vehicle company's service, and then this Form shall cover only such excess;
- (j) under Insuring Agreement III, to loss due to the surrender of Money, Securities or other property away from the Premises as a result of the threat to do:
  - (i) bodily harm to the Insured or any other person; or
  - (ii) damage to the Premises or property owned by the Insured or held by the Insured in any capacity; provided, however, these exclusions do not apply:
    - 1) to Insuring Agreements I.A. and I.B., if coverage is afforded thereunder, or
    - 2) under Insuring Agreement III, to loss of Money, Securities or other property while being conveyed by a Messenger when there was no knowledge by the Insured of any such threat at the time the conveyance was initiated;
- (k) under any Insuring Agreement, to the defence of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this Form, except as may be specifically stated to the contrary in this Form;
- (l) under any Insuring Agreement to:
  - (i) loss of potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Form;
  - (ii) all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this Form;
  - (iii) all costs, fees and other expenses incurred by the Insured in establishing the existence of, or amount of loss covered under this Form.

**5. DEFINITIONS**

The following terms, as used in this Form, shall have the respective meanings stated in this Item:

- (a) **"Fraudulent or Dishonest Acts"** as used in this Insuring Agreement shall mean only Fraudulent or Dishonest Acts committed by an Employee with the manifest intent:
  - (i) to cause the Insured to sustain such loss; and

- (ii) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.
- (b) **"Money"** means currency, coins, bank notes and bullion;
- (c) **"Securities"** means all negotiable and non-negotiable instruments or contracts representing either Money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include Money.
- (d) **"Employee"** means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the Policy Period and whom the Insured compensates directly or indirectly by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. As applied to loss under Insuring Agreements I.A. and I.B., the above words "while in the regular service of the Insured" shall include the first 30 days thereafter; subject however, to Items 17 and 18.
- (e) **"Premises"** means the interior of that portion of any building which occupied by the Insured in conducting its business.
- (f) **"Banking Premises"** means the interior of that portion of any building which is occupied by a banking institution in conducting its business.
- (g) **"Messenger"** means the Insured or a partner of the Insured or any Employee who is duly authorized by the Insured to have the care and custody of the insured property outside the Premises.
- (h) **"Custodian"** means the Insured or a partner of the Insured or any Employee who is duly authorized by the Insured to have the care and custody of the insured property within the Premises, excluding any person while acting as a watchman, porter or janitor.
- (i) **"Robbery"** means the taking of insured property: by violence inflicted upon a Messenger or a Custodian; by putting him in fear of violence;
  - (i) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by a partner or Employee of the Insured;
  - (ii) from the person in direct care and custody of a Messenger or Custodian who has been killed or rendered unconscious;
  - (iii) from within the Premises by means of compelling a Messenger or Custodian by violence or threat of violence while outside the Premises to admit a person into the Premises or to furnish him with means of ingress into the Premises; or
  - (iv) from a showcase or show window within the Premises while regularly open for business, by a person who has broken the glass thereof from outside the Premises.
- (j) **"Safe Burglary"** means the felonious abstraction of:
  - (i) a safe from within the premises; or
  - (ii) insured property from within a vault or safe the door of which is equipped with a combination or time lock, located within the Premises, by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks or time locks thereon, provided

such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of:

- 1) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors; or
  - 2) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors.
- (k) **"Loss"** except under Insuring Agreements I.A., I.B. and V, include damage.

#### 6. LOSS CAUSED BY UNIDENTIFIABLE EMPLOYEES

If a loss is alleged to have been caused by the Fraudulent or Dishonest Acts of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of Insuring Agreement I.A. or I.B. subject to the provisions of item 4(b) of this Form, provided that the evidence submitted reasonably proves that the loss was in fact due to the Fraudulent Dishonest Acts of one or more of the said Employees, and provided, further, that the aggregate liability of the Insurer for any such loss shall not exceed the Limit of Liability applicable to Insuring Agreements I.A. or I.B.

#### 7. OWNERSHIP OF PROPERTY; INTERESTS COVERED

The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable; provided, Insuring Agreements II, III, and IV apply only to the interest of the Insured in such property, including the Insured's liability to others, and do not apply to the interest of any other person or organization in any of the said property unless included in the Insured's proof of loss, in which event the third paragraph of Item 10 is applicable to them.

#### 8. BOOKS AND RECORDS

The Insured shall keep records of all the insured property in such manner that the Insurer can accurately determine therefrom the amount of loss.

#### 9. PRIOR FRAUD, DISHONESTY OR CANCELLATION

The coverage of Insuring Agreements I.A. and I.B. shall not apply to any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any Fraudulent or Dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this Form, any fidelity insurance in favour of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's Employees shall have been cancelled as to any of such Employees by reason of the giving of written notice of cancellation by the Insurer issuing such fidelity insurance, whether the Insurer or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Insurer shall not be liable on account of such Employees unless the Insurer shall agree in writing to include such Employees within the coverage of Insuring Agreements I.

#### 10. LOSS – NOTICE – PROOF – ACTION AGAINST COMPANY

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall:

- (a) give notice thereof as soon as practicable to the Insurer or any of its authorized agents and, except under Insuring Agreements I.A., I.B., and V, also to the police if the loss is due to a violation of law;
- (b) file detailed proof of loss, duly sworn to, with the Insurer within four months after the discovery of the loss.

The Insured shall give the Insurer notice of any loss of the kind covered by Insuring Agreement I, whether or not the Insurer is liable therefore or for any part thereof, and upon the request of the Insurer shall file with it a brief statement giving the particulars concerning such loss.

Proof of loss under Insuring Agreement V shall include the instrument which is the basis of claim for such loss, or if it shall be impossible to file such instrument, the affidavit of the Insured or the Insured's bank of deposit setting forth the amount and cause of loss shall be accepted in lieu thereof.

Upon the Insurer's request, the Insured shall submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination all pertinent records, all at such reasonable times and places as the Insurer shall designate, and shall cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Form, nor until ninety days after the required proofs of loss have been filed with the Insurer, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Form, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

#### 11. VALUATION PAYMENT REPLACEMENT

In no event shall the Insurer be liable as respects Securities for more than the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property, for more than the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the Insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The Insurer may, with the consent of the Insured, settle any claim for loss of property with the owner thereof. Any property for which the Insurer has made indemnification shall become the property of the Insurer.

In case of damage to the Premises or loss of property other than Securities, the Insurer shall not be liable for more than the actual cash value of such property, or for more than the actual cost or repairing such Premises or property or of replacing same with property or material of like quality and value. The Insurer may, at its election, pay such actual cash value, or make such repairs or replacements. If the Insurer and the Insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

#### 12. RECOVERIES

- (a) Any recoveries, less the cost of obtaining them, made after settlement of loss insured by this policy will be distributed as follows:

- (1) to the Insured, until the Insured is reimbursed for any loss that they have sustained that exceeds the Limit of Insurance and the deductible amount, if any;
- (2) then to the Insurer, until they are reimbursed for the settlement made;
- (3) then to the Insured, until they are reimbursed for that part of the loss equal to the deductible amount, if any.
- (b) Recoveries do not include recovery:
  - (1) from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit; or
  - (2) of original "securities" after duplicates of them have been issued.
- (c) The Insured is entitled to the recovered property upon reimbursing the Insurer for the amount of indemnity paid to the Insured for such property. Whoever recovers such property will immediately notify the other party in writing.

#### 13. LIMITS OF LIABILITY

Payment of loss under Insuring Agreements I.A., I.B., or V shall not reduce the Insurer's liability for other losses under the applicable Insuring Agreement whenever sustained. The Insurer's total liability (i) under Insuring Agreement I.A., for any loss caused by any Employee or in which such Employee is concerned or implicated or (ii) under Insuring Agreement I.B., as to each Employee or (iii) under Insuring Agreement V, for any loss by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, is limited to the applicable amount of insurance specified in the Limits of Liability or endorsement amendatory thereto. The liability of the Insurer for loss sustained by any or all of the Insureds shall not exceed the amount for which the Insurer would be liable had all such loss been sustained by any one of the Insureds.

Except under Insuring Agreements I.A., I.B., and V, the applicable limit of liability stated in the Limits of Liability is the total limit of the Insurer's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. Any loss caused by any person or in which such person is concerned or implicated, or any loss incidental to an actual or attempted burglary or Robbery, shall be deemed to arise out of one occurrence.

Regardless of the number of years this Form shall continue in force and the number of premiums which shall be payable or paid, the limit of the Insurer's liability as specified in the Limits of Liability shall not be cumulative from year to year or period to period.

The Limits of Liability as expressed in the Form are in Canadian currency.

#### 14. LIMIT OF LIABILITY UNDER THIS RIDER AND PRIOR INSURANCE

This Item shall apply only to Insuring Agreements I.A., I.B. and V.

With respect to loss caused by any person (whether one of the Employees or not) or in which such person is concerned or implicated or which is chargeable to any Employee as provided in Item 6 and which occurs partly during the Policy Period and partly during the period of other bonds or policies issued by the Insurer to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Insurer under this Form and under such other bonds or policies shall not exceed, in

the aggregate, the amount carried under the applicable Insuring Agreement of this Form on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

#### 15. OTHER INSURANCE

Except in the province of Quebec, if there is available to the Insured any other insurance or indemnity covering any loss covered by Insuring Agreements I.A., I.B., or V, the Insurer shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity, except that if such other insurance or indemnity is a bond or policy of fidelity insurance, any loss covered under both such fidelity insurance and Insuring Agreement V shall first be paid under Insuring Agreement V. Any loss covered under any of Insuring Agreements I.A., I.B. and V shall first be paid under Insuring Agreement V and the excess, if any, shall be paid under Insuring Agreement I.A. or I.B. If this Form is governed by the law of Quebec, each of the Insurers under its respective contract is liable to the Insured for its rateable proportion of loss. The Insurer waives any right of contribution which it may have against any forgery insurance carried by any depository bank which is indemnified under Insuring Agreement V.

Under any other Insuring Agreement, if there is any other valid and collectible insurance which would apply in the absence of such Insuring Agreement, the insurance under this Form shall apply only as excess insurance over such other insurance, except in the province of Quebec where each of the Insurers under its respective contract is liable to the Insured for its rateable proportion of the loss, provided the insurance shall not apply:

- (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or
- (b) to property otherwise insured unless such property is owned by the Insured.

#### 16. SUBROGATION

In the event of any payment under this Form, the Insurer shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

#### 17. CANCELLATION AS TO ANY EMPLOYEE

Insuring Agreements I.A. and I.B. shall be deemed cancelled as to any Employee:

- (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any Fraudulent or Dishonest act on the part of such Employee; or
- (b) except in the province of Quebec at 12:01 am., standard time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by the Insurer of notice as aforesaid to the Insured at the address shown in this Form shall be sufficient proof of notice. Delivery of such written notice by the Insurer shall be equivalent to mailing. In the province of Quebec, cancellation shall be made by endorsement only.

#### 18. CANCELLATION OF FORM OR INSURING AGREEMENT

- (a) The Insured 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 Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if the Insurer cancels for non-payment of premium; or
- (2) 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 the receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation as shown in (b) (1) or (2) above. 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 Insured's last known address depending upon the reason for cancellation.

Delivery by the Insurer shall be equivalent to mailing.

- (c) The Insurer will mail or deliver their notice to the Insured's last mailing address known to the Insurer.
- (d) The policy period will end on the date cancellation takes effect.
- (e) If this policy is cancelled, the Insurer will send the Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made a refund.

#### 19. ASSIGNMENT

The Insurer will not be liable to anyone other than the Insured unless the Insurer has been advised of a change of interest and consented to it. However, if the Insured dies, or is declared insolvent or bankrupt, this policy will insure the Insured's legal representative.

#### 20. CHANGES

This policy contains all the agreements between the Insured and the Insurer concerning the insurance provided by this policy. The Insured may request changes to this policy however, such changes will be effective only upon the Insurer's consent as evidenced by their issuing an endorsement which will form part of this policy.

#### 21. ALARM SYSTEM AND PROTECTIVE SERVICES

If for reasons beyond the Insured's control, the alarm system or any other protective service or equipment described in the Declarations is not maintained, the insurance under this Form shall apply only in the reduced amount which the premium for this Form would have purchased in the absence of such protection, in accordance with the Insurer's manual; except that the full amount of insurance under this Form shall apply if the Insured, until such time as the alarm system described in the Declarations has been restored to proper working condition, provides at least one watchman within the premises at all times when such premises are not open for business, and such watchman is in addition to any number of watchmen specified in the Declarations.

The Insured, upon receipt of advice that alarm signals from the alarm system will be disregarded by police, shall give immediate notice thereof to the Insurer; the Insurer may suspend the Form by written notice. A pro rata refund will be allowed for the period of suspension.

**22. REINSTATEMENT**

The occurrence of a loss covered by this Form shall reduce the amount of insurance but, unless notice is given to the Insurer to the contrary as soon as practicable, the insurance shall be automatically reinstated as of the time of the loss as to acts committed or events occurring thereafter, and additional premium, on a pro rata basis, shall on demand become payable therefor.

**23. CLAIM PROCEDURE FOR PROPERTY OF PERSONS OTHER THAN THE INSURED**

In the event of a claim for loss involving property not owned by the Insured, the Insurer may adjust such loss or damage either with the Insured or with the owner of such property and payment of such loss or damage to the Insured or owner shall constitute full satisfaction of the claim. If legal proceedings are taken against the Insured to recover for such loss or damage, the Insured shall immediately notify the Insurer in writing and the Insurer may conduct and control the defence in the name and on behalf of the Insured.

**24. ACCEPTANCE**

By acceptance of this Form, the Insured agrees that:

- (a) the Insured has no similar coverage on the subject matter of this Form;
- (b) the Insured has not sustained, nor received indemnity for, any loss or damage insured hereby within the last three (3) years;
- (c) no similar coverage applied for or carried by the Insured has been declined or cancelled by any Insurer within the last three (3) years;

and these statements are his or her agreements and representations, that this Form is issued in the reliance upon the truth of such representations and that this Form embodies all agreements existing between the Insured and the Insurer or any of its agents relating to this insurance.

The conditions, limitations, and other terms expressed in the Insuring Agreements, Exclusions, Definitions, and General Agreements shall prevail whenever they conflict with the Crime Standard Conditions contained in the policy.

## INSURING AGREEMENT

## LIABILITY

The Insurer, in consideration of the payment to the premium, in reliance upon the statements in the Declarations made a part of this policy and subject to all the terms and conditions of this policy and the riders and endorsements attached, agrees with the Named Insured as specified in the Insuring Agreements of the riders and endorsements attached hereto. The following Definitions, Pollution Exclusion, Nuclear Energy Liability Exclusion and Conditions apply to all Liability Riders and/or Endorsements attached to this policy except as they may be modified or supplemented by the riders and/or endorsements attached.

### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means any self-propelled land motor vehicle, trailers or semi-trailers while attached thereto or unattached (including its equipment mounted on or attached thereto) other than any of the following or their trailers, accessories and equipment:

- (i) vehicles of the crawler type (other than motorized snow vehicles);
- (ii) tractors (other than road transport tractors designed to haul trailers or semi-trailers), road rollers, graders, scrapers, bulldozers, paving machines and concrete mixers (other than concrete mixers of the mix-in-transit type);
- (iii) other construction machinery or equipment mounted on wheels but not self-propelled while not attached to any self-propelled land motor vehicle;
- (iv) self-propelled land motor vehicles used solely on the premises of the Insured.

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"completed operations hazard" includes bodily injury or property damage arising out of operations, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (i) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
- (ii) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed;
- (iii) when the portion of the work out of which the bodily injury or property damage arises has been put to its intended use by any persons or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard shall not include:

- (i) operations in connection with the pick up and delivery of property;
  - (ii) the existence of tools, uninstalled equipment or abandoned or unused materials.
- "elevator" means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
- (i) dumbwaiters, the floor area of which does not exceed 1 square metre (10.76 square

feet), and used exclusively for carrying property;

- (ii) hod or material hoists used in connection with alterations, construction or demolition operations;
- (iii) inclined conveyors used exclusively for carrying property;
- (iv) automobile servicing hoists.

"Incidental contract" means any written agreement which is a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator maintenance agreement.

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable coverage rider. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought.

"Named Insured" means the person or organization named in the Declarations of this policy.

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof other than a vehicle), but shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

"Policy territory" means:

- (i) Canada or the United States of America, its territories or possessions, or
- (ii) anywhere in the world with respect to compensatory damages because of bodily injury

or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (i) above, provided suit for such compensatory damages is brought within such territory.

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

"Products hazard" includes bodily injury and property damage arising out of the Named Insured's products but only if such bodily injury or property damage occurs *away* from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

"Property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an accident occurring during the policy period

### ENVIRONMENTAL LIABILITY EXCLUSION

It is agreed that this policy does not apply to:

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:
  1. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to an Insured;
  2. At or from any premises, site or location which is or was at any time, used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
  3. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or
  4. At or from any premises, site or location on which any Insured or any contractors

or subcontractors working directly or indirectly on any Insured's behalf are performing operations:

- (a) if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or
- (b) 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.

Sub-paragraphs 1. and 4.(a) of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.

- (b) Any loss, cost or expense arising out of any 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 effect of pollutants unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" covered by this policy.

### NUCLEAR ENERGY LIABILITY EXCLUSION

Applicable to all coverage riders other than Comprehensive Personal Liability, Farmers Comprehensive Liability and Storekeepers Liability).

It is agreed that this policy does not apply:

- (a) to liability imposed by or arising under the Nuclear Liability Act;  
nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
  - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
  - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
  - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term radioactive material " means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, 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.
4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

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

SEE CONDITIONS ON REVERSE SIDE

## CONDITIONS

### 1. Premium and Adjustment of Premiums:

- (a) Unless otherwise stated, the premium stated in the declarations is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium bases and rates shown in the declarations or in any endorsement attached hereto, shall be used in ascertaining the earned premium with respect to the specific hazards mentioned herein.
- (b) In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the declarations, or in any endorsement, the earned premium with respect thereto shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- (c) Subject to the retention by the Insurer of the minimum premium provided for in the declarations, if the earned premium for this policy thus computed exceeds the estimated deposit premium paid, the Named 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.
- (d) The Named Insured shall maintain for each hazard hereby 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.

### 2. Inspection - Audit:

The Named Insured shall permit the Insurer to inspect the insured premises, operations and elevators 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 one year after the termination of this policy), as far as they relate to the premium basis or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

### 3. Insured's Duties in the event of Accident, Occurrence, Claim or Suit:

- (a) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given promptly by or for the Insured to the Insurer or any of its authorized agents.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every writ, letter, document or advice received by him or his representative.
- (c) The Insured shall co-operate 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. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for the first aid to others at the time of accident.

### 4. Action against Insurer:

No action shall lie against the Insurer under any Insuring Agreement of this policy including the Insuring Agreement relating to "Defense - Settlement-Supplementary Payments" unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or written agreement and not afterwards. If this policy 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. 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 hereunder.

### 5. Subrogation:

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery there for against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

### 6. Other Insurance:

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amounts of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

#### (a) Contribution by Equal Shares:

If all of such other valid and collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

#### (b) Contribution by Limits:

If any of such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

### 7. Changes:

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Insurer from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

### 8. Assignment:

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Insurer within sixty days, after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured except in the Province of Quebec where no notice is required.

### 9. Notice:

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Named Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada. Notice to the first Named Insured shall constitute notice to all Insureds.

### 10. Cancellation-Termination:

- (a) This policy may be terminated,
  - (i) by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or personal delivery; (ii) by the Named Insured at any time on written request.
- (b) Where the policy is terminated by the Insurer,
  - (i) 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
  - (ii) where the premium is developed by an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- (c) Where the policy is terminated by the Named Insured,
  - (I) 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, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy, or where the premium is developed by an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy.
- (d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- (e) Except in Quebec, the fifteen days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- (f) In Quebec, the Notice of Cancellation from the Insurer takes effect 15 days after receipt by the Insured at the last known address.
- (g) 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.

### 11. Declarations:

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

# COMMERCIAL GENERAL LIABILITY POLICY

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 "you" and "your" refer to the Named Insured shown in the Declarations. 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 quotation marks have special meaning.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

## SECTION 1 - COVERAGES

### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. 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. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking those damages, but:
  - (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
  - (ii) we may investigate and settle any claim or "action" at our discretion; and
  - (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
  - (iv) The "Action" must be brought in the "coverage territory".
- (b) 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". Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".
- (c) "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

#### 2. Exclusions

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (b) "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 for "insured contracts".



- (c) Any obligation of the Insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

- (d) (i) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any Insured of:
- a. any "automobile";
  - b. any motorized snow vehicle or its trailers;
  - c. any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
  - d. any vehicle which, if it were to be insured, would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
- (ii) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This exclusion does not apply to "bodily injury" to an employee of the Insured on whose behalf contributions are made or required to be made by the Insured under the provisions of any workers compensation law.

- (e) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.

This exclusion does not apply to:

- (i) a watercraft while ashore on premises you own or rent;
  - (ii) a watercraft you do not own that is:
    - a. less than 8 meters long; and
    - b. in/outboard motor of not more than 10h.p., and
    - c. not being used to carry persons or property for a charge.
  - (iii) "bodily injury" to any employee of the Insured on whose behalf contributions are made or required to be made under the provisions of any workers compensation law.
- (f) (i) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:
- a. any aircraft; or
  - b. any air cushion vehicle.
- (ii) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- (g) "Property damage" to:
- (i) property you own, rent or occupy;
  - (ii) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (iii) property loaned to you;
  - (iv) personal property in your care, custody or control;
  - (v) that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
  - (vi) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

- (h) "Bodily Injury" or "Property damage" arising out of the rental, lease, use, and/or occupancy of any residential premises by or on behalf of any Insured.
- (i) "Property damage" to "your product" arising out of it or any part of it.
- (j) "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

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

- (k) "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
  - (i) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or,
  - (ii) 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.

- (l) 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:
  - (i) "your product";
  - (ii) "your work"; or
  - (iii) "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.
- (m) Pollution Liability - see Common Exclusions.
- (n) Nuclear Liability - see Common Exclusions.
- (o) War Risks - see Common Exclusions.
- (p) Residential Tenancy – see Common Exclusions.
- (q) Microorganism – see Common Exclusions.

## COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "personal injury" or "advertising injury" to which this insurance applies. 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. We will have the right and duty to defend any "action" seeking those compensatory damages but:
  - (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;

Compensatory damages will be assessed payable only in accordance with the laws of the "coverage territory".

- (ii) we may investigate and settle any claim or "action" at our discretion; and
- (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- (iv) The "action must be brought in the "coverage territory".
- (b) This insurance applies to "personal injury" only if caused by an offence:
  - (i) committed in the "coverage territory" during the policy period; and
  - (ii) arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by you or for you.
- (c) This insurance applies to "advertising injury" only if caused by an offence committed:
  - (i) in the "coverage territory" during the policy period; and
  - (ii) in the course of advertising your goods, products or services.

## 2. Exclusions

This insurance does not apply to:

- (a) "Personal injury" or "advertising injury":
  - (i) arising out of oral or written publication of material, if done by or at the discretion of the Insured with knowledge of its falsity;
  - (ii) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - (iii) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
  - (iv) for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
- (b) "Advertising injury" arising out of:
  - (i) breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (ii) the failure of goods, products or services to conform with advertised quality or performance;
  - (iii) the wrong description of the price of goods, products or services; or
  - (iv) an offence committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.
- (c) Pollution Liability - See Common Exclusions.
- (d) Nuclear Liability - See Common Exclusions.
- (e) War Risks - See Common Exclusions.
- (f) Residential Tenancy – See Common Exclusions
- (g) Microorganism – See Common Exclusions

## COVERAGE C. MEDICAL PAYMENTS

### 1. Insuring Agreement

- (a) We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (i) on premises you own or rent;
  - (ii) on ways next to premises you own or rent; or
  - (iii) because of your operations;
    - provided that:
      - a. the accident takes place in the "coverage territory" and during the policy period;
      - b. the expenses are incurred and reported to us within one year of the date of the accident; and
      - c. the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (i) first aid at the time of an accident;
  - (ii) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (iii) necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

- (a) to any Insured;
- (b) to a person hired to do work for or on behalf of any Insured or a tenant of any Insured;
- (c) to a person injured on that part of premises you own or rent that the person normally occupies;
- (d) to a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law;
- (e) to a person injured while taking part in athletics;
- (f) the payment of which is prohibited by law;
- (g) included within the "products-completed-operations hazard";
- (h) excluded under Coverage A.

## COVERAGE D. TENANT'S LEGAL LIABILITY

### 1. Insuring Agreement

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. 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. This insurance applies only to "property damage" to premises rented to you or occupied by you. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking compensatory damages but:

- (a) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;  
Compensatory damages will be assessed payable in accordance with the laws of the "coverage territory."

- (b) we may investigate and settle any claim or "action" at our discretion; and
- (c) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverage A, B or D or medical expenses under Coverage C.
- (d) The "action" must be brought in the "coverage territory".

## 2. Exclusions

This insurance does not apply to:

- (a) "Property damage" expected or intended from the standpoint of the Insured.
- (b) "Property damage" for which the Insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- (c) "Property damage" for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- (d) "Property damage" arising out of the rental, lease, use, and/or occupancy of any residential premises by or on behalf of any Insured.
- (e) Pollution Liability - see Common Exclusions.
- (f) Nuclear Energy Liability - see Common Exclusions.
- (g) War Risks - see Common Exclusions.
- (h) Professional Liability – See Common Exclusions.
- (i) Residential Tenancy – See Common Exclusions
- (j) Microorganism – See Common Exclusions

## COVERAGE E. DIRECTORS AND OFFICERS LIABILITY

### 1. Insuring Agreement

- (a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "wrongful act", to which this insurance applies. 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, D and E. We will have the right and duty to defend any "action" seeking those compensatory damages. But:
  - (i) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;  
Compensatory damages will be assessed payable in accordance with the laws of the "coverage territory."
  - (ii) we may investigate and settle any claim or "action" at our discretion; and
  - (iii) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements under Coverages A, B, D or E or medical expenses under Coverage C.
  - (iv) The "action" must be brought in the "coverage territory".
- (b) This insurance applies to "wrongful act" only:
  - (i) committed in the "coverage territory" during the policy period; and
  - (ii) arising out of the conduct of your operation.

## 2. Exclusions

This insurance does not apply to:

- (a) "Bodily injury", "personal injury" or "property damage".
- (b) Your gaining in fact any personal profit or advantage to which you were not legally entitled.
- (c) Acts of fraud or dishonesty.
- (d) Any failure or omission on your part to effect and maintain insurance.
- (e)
  - (i) claims or "action" seeking relief, or redress, in any form other than money damages;
  - (ii) for fees or expenses relating to claims, demands or actions seeking relief or redress, in any form other than money damages.
- (f) Pollution Liability - see Common Exclusions.
- (g) Nuclear Liability - see Common Exclusions.
- (h) War Risks - see Common Exclusions.
- (i) Residential Tenancy – See Common Exclusions
- (j) Microorganism – See Common Exclusions

## COMMON EXCLUSIONS - COVERAGES A, B, C, D AND E

### 1. Pollution Liability

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
  - (i) at or from premises owned, rented or occupied by an Insured;
  - (ii) at or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (iii) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured may be legally responsible; or
  - (iv) at or from any site or locations on which an Insured or any contractor or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
    - a. if the pollutants are brought on or to the site or location in connection with such operations; or
    - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- (b) Any loss, cost or expense arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- (c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. "Waste" includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (i) and (iv)a. of paragraph (a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire". As used in this exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

## 2. Nuclear Energy Liability

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

As used in this policy:

- (1) the term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- (2) the term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- (3) the term "nuclear facility" means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, 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.
- 4. the term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission

## 3. War Risks

"Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

**4. Residential Tenancy**

"Bodily injury" or "property damage" arising from employee's actions while not in the course of their employment.

**5. Microorganism**

"Bodily injury" or "property damage" due to any claim, cost, expense, or other sum arising directly or indirectly out of or relating to:

the actual or alleged presence, at or from any premises owned rented or occupied by an Insured, of mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion replaces and supersedes any provision in the Policy that may provide insurance, in whole or in part, for these matters.

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E**

We will pay, with respect to any claim or "action" we defend:

- (a) All expenses we incur.
- (b) 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.
- (c) All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to \$100 a day because of time off from work.
- (d) All costs taxed against the Insured in the "action" and any interest accruing after entry of judgement upon that part of the judgement which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- (a) An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an Insured. Your members, your partners and their spouses are also Insureds, but only with respect to the conduct of your business.
- (c) An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an Insured:

- (a) Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by your or, in the case of volunteers, within the scope of their duties assigned by you. However, except as provided in (b) below, none of these employees or volunteers is an Insured for:
  - (i) "bodily injury" or "personal injury" 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; or



- (ii) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (iii) "property damage" to property owned or occupied by or rented or loaned to that employee or volunteer, any of your other employees or volunteers, or any of your partners or members (if you are a partnership or joint venture).

And no employee is an Insured for bodily injury or personal injury to you or to a co-employee whilst in the course of their employment or service.

- (b) Any member while participating in or training for a sanctioned sporting or social event.
  - (c) Any person (other than your employees or volunteers), or any organization while acting as your real estate manager.
  - (d) Any person or organization having proper temporary custody of your property if you die, but only:
    - (i) with respect to liability arising out of the maintenance or use of that property; and
    - (ii) until your legal representative has been appointed.
  - (e) 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 policy.
  - (f) Municipalities, government departments, sponsors and owners of facilities in whose name you have agreed to provide insurance are added as additional Insureds, but only for their vicarious liability arising out of your operations.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
- (a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (b) Coverage A and D does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (c) 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 or joint venture that is not shown as a Named Insured in the Declarations.

## SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "actions" brought; or
  - (c) Persons or organizations making claims or bringing "actions".
2. The Aggregate Limit is the most we will pay for the sum of:
  - (a) Medical expenses under Coverage C;
  - (b) Compensatory damages under Coverage B - Personal and Advertising Injury Liability;
  - (c) Compensatory damages under Coverage E - Directors & Officers Liability;

- (d) Compensatory damages under Coverage A - Bodily Injury and Property Damage Liability, arising out of the "products-completed operations hazard".
3. Subject to 2 above, the Each Occurrence Limit is the most we will pay for the sum of:
    - (a) Compensatory damages under Coverage A and Coverage B; and
    - (b) Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".
  4. 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.
  5. Subject to 3 above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
  6. Subject to 2 above, the Directors & Officers Liability Limit is the most we will pay under Coverage E for compensatory damages because of a "wrongful act".
  7. All Loss Deductible Coverage A:  
 Bodily Injury and Property Damage, Legal Fees Expenses - Coverage A:  
 It is agreed that our obligation under Coverage A to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of bodily injury, property damages, legal fees and expenses as the result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
  8. All Loss Deductible Coverage D (Tenants Legal Liability):  
 It is agreed that our obligation under this coverage to pay compensatory damages on your behalf because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount. The deductible amount applies to all compensatory damages because of property damage as the result of any one "occurrence". The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of "actions", and (b) your duties in the event of an "occurrence", apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.
  9. All Loss Deductible Coverage E:  
 It is agreed that our obligation under Coverage E to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the amount indicated in the Declarations. The deductible amount applies to all compensatory damages because of "wrongful act", legal fees and expenses as a result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

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

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

### 1. Bankruptcy

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

### 2. Canadian Currency Clause

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

### 3. Cancellation

- (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- (b) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (i) 15 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - (ii) 30 days before the effective date of cancellation if we cancel for any other reason. In Quebec, if notice is mailed, cancellation takes effect 15 or 30 days after receipt of notice by the post office to which it is addressed depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- (c) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- (d) The policy period will end on the date cancellation takes effect.
- (e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, 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 we have not made or offered a refund.

### 4. Changes

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

### 5. Duties in the Event of Occurrence, Claim or Action

- (a) You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
  - (i) how, when and where the "occurrence took place; and
  - (ii) the names and addresses of any injured persons and of witnesses.
- (b) If a claim is made or "action" is brought against an Insured, you must see to it that we receive prompt written notice of the claim or "action".
- (c) You and any other involved Insured must:
  - (i) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
  - (ii) authorize us to obtain records and other information;

- (iii) cooperate with us in the investigation, settlement or defence of the claim or "action"; and
- (iv) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this Insurance may also apply.
- (d) No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## 6. Examination of Your Books and Records

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

## 7. Inspections and Surveys

We have the right but are not obligated to:

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

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

- (a) Are safe or healthful; or
- (b) Comply with laws, regulations, code or standards.  
This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections surveys, reports or recommendations.

## 8. Legal Action Against Us

No person or organization has a right under this policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but we will not be liable for compensatory damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by us, the Insured and the Claimant or the Claimant's legal representative. Every "action" or proceeding against us shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy is governed by the laws of Quebec, every action or proceeding against us shall be commenced within three years from the time the right of action arises.

## 9. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss, we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

(a) Primary Insurance

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

(b) Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) that is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work" or for premises rented to you; or
- (ii) if the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion (e) or Coverage A (Section 1).

When this insurance is excess, we will have no duty under Coverage A, B or D to defend any claim or "action" that any other Insurer has a duty to defend. If no other Insurer defends, we will undertake to do so, but we will be entitled to all the Insured's rights against all those other Insurers.

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

- (i) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) the total of all deductible and self-insured amounts under all that other insurance. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

(c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each Insurer contributes equal amounts until it has paid its applicable 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, we 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

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

## 11. Premiums

The first Named Insured shown in the Declarations:

- (a) Is responsible for the payment of all premiums; and
- (b) Will be the payee for any return premiums we pay.

## 12. Representations

By accepting this policy, you agree:

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

## 13. Separation of Insureds, Cross Liability

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.

## 14. Transfer of Rights of Recovery Against Others to Us

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

## 15. Transfer of Your Rights and Duties under this Policy

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

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

# SECTION V - DEFINITIONS

1. "Action" means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which you must submit with our consent.
2. "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.

3. "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.
4. "Coverage territory" means worldwide, with actions to be brought in Canada only. This policy does not have an obligation of duty to defend on actions brought outside of Canada.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - (a) It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - (b) You have failed to fulfill the terms of the contract or agreement; such property can be restored to use by:
    - (i) the repair, replacement, adjustment or removal of "your product" or "your work"; or
    - (ii) you fulfilling the terms of a contract or agreement.
7. "Insured Contract" means:
  - (a) A lease of premises;
  - (b) A sidetrack agreement;
  - (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - (d) Any other easement agreement;
  - (e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
  - (f) An elevator maintenance agreement

An "insured contract" does not include that part of any contract or agreement:

  - (i) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
  - (ii) under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in (i) above and supervisory, inspection or engineering services.
8. "Occurrence" means accident, including continuous or repeated exposure to substantially the same general harmful condition.
9. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offences:
  - (a) False arrest, detention or imprisonment;
  - (b) Malicious prosecution;
  - (c) Wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
  - (d) 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; or

- (e) Oral or written publication of material that violates a person's right to privacy.
10. (a) "Products-completed operations hazard" 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
- (i) products that are still in your physical possession; or
  - (ii) work that has not yet been completed or abandoned.
- (b) "Your work" will be deemed completed at the earliest of the following times:
- (i) when all of the work called for in your contract has been completed;
  - (ii) when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
  - (iii) when that part of 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.
- (c) This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
11. "Property damage" means:
- (a) Physical injury to tangible property, including all resulting loss of use of that property; or
  - (b) Loss of use of tangible property that is not physically injured.
12. "Wrongful Act" means:
- (a) Any actual or alleged error or misstatement or misleading statement; or
  - (b) Any actual or alleged act or omission or neglect or breach of duty by an Insured.
- A "wrongful act" does not include any activity of an Insured practiced or engaged in by members of licensed or certified professions.
13. "Your product" means:
- (a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (i) you;
    - (ii) others trading under your name; or
    - (iii) a person or organization whose business or assets you have acquired; and
  - (b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
14. "Your work" means:
- (a) Work or operations performed by you or on your behalf; and
  - (b) Materials, parts or equipment furnished in connection with such work or operations.



"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.

## **CGL DND F CGL 4605 - NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6) (6-91)**

FORM NO. CGL 4605 (6-91)

NON - OWNED AUTOMOBILE INSURANCE (S.P.F. NO. 6)

### **INSURING AGREEMENT**

In consideration of the payment of the premium and of the statements contained in the application on file with the insurer and subject to the limits, terms, conditions, provisions, definitions, and exclusions herein stated.

### **SECTION A - THIRD PARTY LIABILITY**

The Insurer agrees 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 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 policy:

(a) 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

(b) for any liability imposed upon any person insured by this policy:

(1) by any workers compensation law; or

(2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

(c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement, but this exclusion does not apply to that part of any contract or agreement pertaining to the business of the Insured under which the Insured assumes tort liability of another to pay compensatory damages because of bodily injury or property damage to a third person or organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

(d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or

(e) for any amount in excess of the limit stated in the Declarations, and expenditures provided for in the Supplementary Payments of this policy; subject always to the provisions of the section of The Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

Paragraph (b) of this section is not applicable in the Province of Ontario.

### **LIMIT OF INSURANCE**

The limit stated in the Declarations for Non-Owned Automobile is the maximum the Insurer will pay (exclusive of interest and costs) for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property from any one accident (regardless of the number of claims arising).

### **ADDITIONAL AGREEMENTS OF INSURER**

Where indemnity is provided by this policy, the Insurer further agrees:

(1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy 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 person insured by this policy 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 person insured by this policy 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 by this policy 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 stated in the Declarations; and

(6) not set up any defense to a claim that might not be set up if the policy 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 section, every person insured by this policy

(a) by the acceptance of this policy, 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;

(b) 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 policy.

## GENERAL PROVISIONS AND DEFINITIONS

### 1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the insured stated in Declarations, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured Person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional Insured Person, or (b) any automobile hired or leased in the name of the Insured except any automobile owned in whole or in part or licensed in the name of such additional insured person.

### 2. Territory

This Policy applies only to the use of or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of these countries.

### 3. Hired Automobiles Defined

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, for periods not exceeding 30 days, used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

### 4. Automobiles Operated under Contract Defined

The term "automobiles operated under contract" as used in this policy shall mean automobiles operated in the business of the Insured stated 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 the Insured or any partner, officer or employee of the Insured.

### 5. Two or more Automobiles

When two or more automobiles are insured hereunder the terms of this Policy 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 limits of insurance.

### 6. Premium Adjustment

An estimated premium for this form has been used as a factor in the computation of the provisional premium for this Policy. The actual premium for the insurance afforded by this form determined in accordance with the insurer's rules, rates, rating plans, premium and minimum premiums applicable to this insurance, shall be included as a factor in the computation of the earned premium for this policy.

### 7. Representation

Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured willfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

## STATUTORY CONDITIONS

### Material Change in Risk

1. (1) The insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.

(2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include;

(a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceeding under the Bankruptcy Act (Canada);

and in respect of insurance against loss of or damage to the automobile,

(b) any mortgage, lien or encumbrance affecting the automobile after the application for the contract;

(c) any other insurance of the same interest, whether valid or not covering loss or damage insured by this contract or any portion thereof.

NOTE: In Prince Edward Island Statutory Condition 1, subconditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.

### Prohibited Use by Insured

2. (1) The insured shall not drive or operate the automobile,

(a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or

(b) while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or

(c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or

(d) for any illicit or prohibited trade or transportation; or

(e) in any race or speed test.

### Prohibited Use by Others

(2) The insured shall not permit, suffer, allow or connive at the use of the automobile,

- (a) by any person,
- (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
- (ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
- (b) by any person who is a member of the household of the Insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
- (c) for any illicit or prohibited trade or transportation; or
- (d) in any race or speed test.

#### Requirements Where Loss or Damage to Persons or Property

##### 3. (1) The insured shall,

(a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;

(b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and

(c) forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.

##### (2) The insured shall not,

(a) voluntarily assume any liability or settle any claim except at his own cost, or

(b) interfere in any negotiations for settlement or in any legal proceeding.

(3) The insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or in the prosecution of any appeal.

#### Requirements Where Loss or Damage to Automobile

##### 4. (1) Where loss of or damage to the automobile occurs, the insured shall, if the loss or damage is covered by this contract,

(a) promptly give notice thereof in writing to the Insurer with the fullest of information obtainable at the time;

(b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and

(c) deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.

(2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition 1 of this condition is not recoverable under this contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed

(a) without the written consent of the Insurer; or

(b) until the Insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.

#### Examination of Insured

(4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

#### Insurer Liable for Cash Value of Automobile

(5) The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

#### Repair or Replacement

(6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality if, within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

#### No Abandonment; Salvage

(7) There shall be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.

#### In Case of Disagreement

(8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by the appraisal as provided under The Insurance Act (in Newfoundland, The Insurance Contracts Act) before there can be 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 a proof of loss has been delivered.

#### Inspection of Automobile

5. The insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

#### Time and Manner of Payment of Insurance Money

6. (1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under subcondition (8) of Statutory Condition 4, within fifteen days after the award is rendered by the appraisers.

#### When Action May be Brought

(2) The insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

#### Limitation of Actions

(3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

NOTE: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in subcondition (3) should read "2 years". In the case of Nova Scotia and Newfoundland subcondition (3) should read as follows:

"(3) Every action or proceeding under this contract against the insurer in respect of a claim for indemnification for liability of the insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the insured is established by a court of competent jurisdiction and not afterwards. Every other action or proceeding against the insurer under this contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss was sustained and not afterwards."

#### Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give notice or make the proof, such 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.

#### Termination

8. (1) This contract may be terminated,

(a) by the Insurer giving to the insured thirty days' notice of termination by registered mail or five days' written notice of termination personally delivered;

(b) by the insured at any time on request.

(2) Where this contract is terminated by the Insurer,

(a) the Insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to 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 thirty days mentioned in clause (a) of subcondition (1) of this condition commences to run the day following the receipt of the registered letter at the post office to which it is addressed.

#### NOTICE

9. 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 this 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.

NOTE: In the Northwest Territories, the reference is to Territories and in the Yukon Territory the reference is to Territory rather than Province.

## **INTENT TO INJURE EXCLUSION**

Attached to and forming part of the Commercial General Liability coverage as per wordings:

It is understood and agreed that deliberate action or alleged deliberate action or contact with intent to injure is excluded.

All coverage under this policy is excluded to the specific insured or party to whom a claim for a deliberate or alleged deliberate act is made.

It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of any such injury.

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

## **PERFORMERS EXCLUSION ENDORSEMENT**

Attached to and forming part of the Commercial General Liability coverage as per wordings:

It is understood and agreed that such insurance afforded by this policy shall not apply to any person/band while practicing/performing at any dance, concert/music festival or film/video production. It is further understood and agreed that any person/band will be deemed to be practicing/performing from the time they arrive at the dance, concert/music festival or film/video production during the set up of their equipment, during the performance, during the take down of their equipment.

It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of such injury.

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

## **AMUSEMENT RIDES AND/OR ENTERTAINMENT ACTIVITIES EXCLUSION**

Attached to and forming part of the Commercial General Liability coverage as per wordings:

It is understood and agreed that such insurance afforded by this policy shall not apply to amusement rides and/or entertainment activities. This exclusion shall apply to all amusement rides and/or entertainment activities at all shopping malls, fairs, water parks, mechanical parks, theme parks, educational parks, miniature parks, ambient parks and family playgrounds.

An amusement ride is deemed to be any number of devices found at carnivals, fairs or amusement parks meant to appeal to the various senses of the rider. An amusement ride shall include but not be limited to a machine, contrivance, structure, vehicle or device, or component attached or to be attached thereto, used in an amusement park to entertain members of the public by moving them or causing them to be moved and includes the area peripheral thereto if such area is accessible to the public.

It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of any such injury.

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



**VENDOR'S EXCLUSION ENDORSEMENT**

Attached to and forming part of the Commercial General Liability coverage as per the wordings:

It is hereby understood and agreed that any vendors and/or concessionaires activities carried out by other parties are excluded under this policy.

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

## **U.S.A. EXCLUSION ENDORSEMENT**

Attached to and forming part of the Commercial General Liability coverage as per the wordings:

It is hereby understood and agreed that this policy excludes coverage for property damage, bodily injury, personal injury, advertising injury or any other damage covered under this policy to any U.S.A player (U.S.A resident only) while playing for a U.S.A team or involved in activities occurring in the U.S.A.

It is further understood and agreed that the insurer shall not have any duty to defend any suit brought by a U.S.A team player (U.S.A. resident only) of the U.S.A. with respect to any activities occurring in the U.S.A. against the insured seeking damages on account of any such injury.

This exclusion applies to participants of sporting, leisure activities only.

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

## **FIRE FIGHTING EXPENSES ENDORSEMENT**

Attached to and forming part of the commercial general liability coverage as per wordings:

It is agreed that coverage as provided by this policy shall be deemed to include coverage with respect to expenses for the controlling or suppression of fires, such expenses having been incurred by others for and for which the insureds shall become legally obligated to pay.

It is further agreed that notwithstanding anything in this policy to the contrary, the coverage provided by this policy does not apply to expenses incurred by an insured under this policy for the use of their own employees, agents, contractors or sub-contractors already engaged by the insured at the time the first loss occurs, machinery or other property, in controlling or suppressing fires.

The total limit of the insurer's liability for the expenses of controlling or suppressing fires as a result of any one fire, or series of fires, resulting from one cause, shall be the amount shown in the declarations, which limit shall apply as part of and not in addition to the each occurrence limit shown in the declarations as applying to coverage a.

The insurer's liability for the expense of controlling or suppressing fires shall apply only to amounts in excess of the deductible amount, shown in the declarations, for this coverage, which amount shall be paid by the insured.

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

## **FUNGI AND FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT**

This Endorsement Changes the Policy. Please Read It Carefully.

Attached to and forming part of the Commercial General Liability Wording.

The following Exclusion is added to Section I, Common Exclusions – Coverages A, B, C AND D:

### **Fungi and Fungal Derivatives**

This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal injury", "advertising injury" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- b. any supervision, instructions, 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
- c. 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 injury, damage or activity referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by the Insured.

The following definitions are added to Insuring Agreement V. – Definitions:

**"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.

**"Spores"** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

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

## **TRAMPOLINE ACTIVITIES EXCLUSION**

Attached to and forming part of the commercial general liability coverage as per wordings:

It is understood and agreed that such insurance afforded by this policy shall not apply to any trampoline activities, not limited to but including training, teaching, practicing or utilizing a trampoline or similar equipment.

The term trampoline also includes all similar use equipment and trampoline pits.

The Trampoline exclusion does not apply to any trampoline or similar equipment with a diameter of 50 inches or less.

It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of any such injury as a result of participating in trampoline activities.

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

## **TOTAL ASBESTOS EXCLUSION**

Attached to and forming part of the commercial general liability coverage as per wordings:

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, 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 loss, damage, cost or expense.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured seeking damages.

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

## OTHER INSURANCE CLAUSE

**It is hereby understood and agreed under Insuring Agreement Form IFC33000, Condition 6 “Other Insurance” is deleted in its entirety. Further, Section IV, Commercial General Liability – Condition 9 “Other Insurance” is replaced with the following:**

### **Other Insurance**

“If other valid and collectible insurance is available to the insured for a loss covered under this policy, this insurance is excess over any and all of the other insurance, whether such other insurance is primary, excess, contingent or on any other basis and whether such other insurance has a policy that is the same or different in type and/or purpose from this policy, and the Insurer is not liable for any loss or claim until the amount of such other insurance has been used in its entirety.”

### **Excess Insurance**

When this insurance is excess, we will have no duty under the coverage in this policy to defend any claim or action that any other insurer has a duty to defend. If no other insurer defends, and if we undertake to do so, we will be entitled to all the insured’s rights against all those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance Provision unless it was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy, in which case we will not share any of the remaining loss.

### **Additional Insured – Primary and Non-Contributory – by Contract**

If you have agreed in a written contract or written agreement with an additional insured that this insurance is primary and non-contributory, then this insurance is primary specifically relating to the Insureds negligence to other insurance available to the additional insured which covers that person or organization as a named insured and we will not seek contribution from that other insurance.

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

**SEXUAL MISCONDUCT AND MOLESTATION LIABILITY INSURANCE**  
**Claims First Made and Reported**

<b>Named Insured:</b>	<b>As per Declarations Page</b>
<b>Forming Part of Policy No.</b>	<b>As per Declarations Page</b>
<b>Effective Date:</b>	<b>As per Declarations Page</b>
<b>Limit of Liability:</b>	<b>As per Declarations Page</b>
<b>Retroactive Date:</b>	<b>Current Policy effective date or as otherwise noted on Declarations Page</b>

**Note:** This endorsement is underwritten on a “claims made” basis covering only claims first made and reported during the Period of Insurance stated in the Schedule.

**NOTICE:** This Coverage is Provided on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, the coverage afforded under this insurance policy is limited to liability for only those covered **Claims** that are first made against an Insured and reported to us in accordance with the notice/reporting provisions set forth in this policy. **LIMIT OF LIABILITY** shall be reduced and may be completely exhausted by payment of **Defense Costs**. Please review the coverage afforded under this insurance policy carefully and discuss the coverage hereunder with your insurance agent or broker.

The consideration for our issuing this policy is the payment of Premium; in issuing the policy, we have relied upon all statements made to us in the Application and any attachments and all other information provided to us. The Application and attachments are incorporated herein and form a part of this policy.

Throughout this policy the words “**you**” and “**your**” refer to the Named Insured shown in the Declarations.

Under this policy the words “**we**”, “**us**” and “**our**” refer to the Underwriters providing this insurance.

The word “Insured” means any person or organization qualifying as such under **WHO IS INSURED**.

READ THIS POLICY CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE. IMPORTANT: THIS IS A CLAIMS FIRST MADE AND REPORTED POLICY WHICH INCLUDES COSTS OF DEFENSE WITHIN THE LIMIT OF LIABILITY.

**I. COVERAGE: WHAT IS COVERED**

- A.** We will pay **Loss** amounts that an Insured is legally obligated to pay on account of a **Claim** because of an **Insured Event** to which this policy applies. However, the amount we will pay is limited as described in the **LIMIT OF LIABILITY** and **SELF INSURED RETENTION** sections of this policy.
- B.** This policy applies only if:
  - (1) A **Claim** is first made against an Insured in accordance with **WHEN COVERAGE IS PROVIDED**;
  - (2) The **Claim** is reported in accordance with **WHEN COVERAGE IS PROVIDED** and **CONDITIONS** section **VIII.A. Duties in the event of a Claim**;

 **WE'RE THERE.**





# SPECIAL RISK INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7  
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | [WWW.SRIM.CA](http://WWW.SRIM.CA)

- (3) A **Claim** is first made against an Insured in accordance with **WHERE COVERAGE IS PROVIDED**;
- (4) The **Insured Event** giving rise to the **Claim** begins on or after the **Retroactive Date** as shown in the Declarations; and
- (5) Prior to the inception date of this policy, or any policy of which this policy is a renewal or replacement, no officer, director, principal partner, trustee, in-house counsel or **Employee** with HR or risk management responsibilities had knowledge of the facts or circumstances giving rise to the **Claim**.

**C. Defense.** We have the right and duty to defend any **Claim** for an **Insured Event** made or brought against any Insured to which this policy applies. Our duty to defend any **Claim** ends when the **LIMIT OF LIABILITY** that applies has been exhausted and, in such event, the Named Insured shall, upon notice from us, promptly take over control of the defense.

We have the right to investigate and to settle any **Claim** for an **Insured Event** in the manner and to the extent that we believe is proper, contingent upon the consent of the Named Insured.

You may take over control of any outstanding **Claim** previously reported to us only if we both agree that you should, if required under law, or if a court orders you to do so.

You must take over control of any outstanding **Claim** if your **LIMIT OF LIABILITY** is exhausted. We will notify you of all outstanding **Claims** so that you can take over control of their defense. We will help to transfer control to you. During the transfer of control, we agree to take whatever steps are necessary to continue the defense of any outstanding **Claim** and avoid a default judgment during the transfer of control to you. If we do so, you agree to pay reasonable expenses that we incur for taking such steps after the **LIMIT OF LIABILITY** is exhausted.

**D. Duty to pay.** We have the duty to pay any **Loss** (after you pay the applicable Self-Insured Retention amount) that results from any **Claim** for an **Insured Event** made or brought against any Insured to which this policy applies. Our duty to pay ends when the applicable **LIMIT OF LIABILITY** has been exhausted. We will not pay more than the applicable **LIMIT OF LIABILITY**.

We have the duty to pay **Defense Costs** incurred (after you pay the applicable Self-Insured Retention amount) for the defense of any **Claim** that is controlled by us. Any payment of **Defense Costs** is included in the **LIMIT OF LIABILITY**, it is not in addition to the **LIMIT OF LIABILITY**.

**E. Right to Settle.** We have the right to settle any **Claim**. As respects any **Claim** for which we recommend that a settlement offer be accepted but you do not give your consent to such settlement, and the **Claim** later results in a judgment or settlement in excess of the recommended settlement, our liability for **Loss** on account of such **Claim** shall not exceed the recommended settlement amount plus **Defense Costs** incurred as of the date we recommended the settlement (after you pay the applicable Self-Insured Retention). This provision shall not apply unless the total **Loss**, including the recommended settlement, would exceed the applicable Self-Insured Retention amount.

## II. DEFINITIONS

- A. **Application** means each and every signed Application, any attachments to such Applications, other materials submitted therewith and incorporated therein and any other such documents submitted in connection with the underwriting of this policy or the underwriting of any other sexual misconduct and molestation liability policy issued by us, or any of our affiliates, of which this policy is a renewal, replacement or which succeed it in time.
- B. **Claim(s)** means an oral or written complaint, or written charge made against an Insured or a written demand made against an Insured in which damages are alleged or where specific charges of **Sexual Misconduct and Molestation** are brought.

▲ **WE'RE THERE.**



## SPECIAL RISK INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7  
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | [WWW.SRIM.CA](http://WWW.SRIM.CA)

**Claim** includes a civil action, suit or administrative proceeding, to which any Insured must submit or to which any Insured submits with our consent.

- C. **Defense Costs** means those reasonable and necessary expenses that result from the investigation, settlement or defense of a specific **Claim** including attorney fees and expenses, the cost of legal proceedings, the cost of appeal bonds, the cost of bonds to release property being used to secure a legal obligation (but only for bond amounts within the **LIMIT OF LIABILITY** that applies). We have no obligation to furnish any bonds.

The following are not **Defense Costs**: costs incurred by any Insured before notice is provided to us; salaries and expenses of your employees, including in-house and/or coverage attorneys, salaries and expenses of our employees, or our in-house or coverage attorneys or the fees and expenses of independent adjusters we hire.

- D. **Employee** means an individual whose labor or service is engaged by and directed by the Named Insured, or any covered entity. This includes volunteers, part time, seasonal and temporary **Employees** as well as any individual employed in a supervisory, managerial or confidential position. Substitute teachers, student teachers, coaches, counselors and clergy are also **Employees** while performing activities on your behalf that you have authorized and/or sponsored. Independent contractors and sub contractors are not **Employees** unless they are dedicated agents or representatives of an Insured. Employees who are leased to another employer are not **Employees**.
- E. **Insured Event** means any actual or alleged acts of **Sexual Misconduct and Molestation** by an Insured against any one **Victim**.
- F. **Laundry List Notification** means any attempt by an Insured to report multiple matters under this policy in a summary fashion that does not comply with **CONDITIONS** section **VIII. A. or B.** By way of example, a Laundry List Notification may consist of a report by an Insured that lists purported potential claimants, either in the absence of a **Claim** or oral complaint.
- G. **Loss** means damages, judgments (including prejudgment and post judgment interest awarded against an Insured on that part of any judgment paid by us), settlements, statutory attorney fees and **Defense Costs**.

However, **Loss** does not include anything specifically excluded in **EXCLUSIONS: WHAT IS NOT COVERED** section **IX**, or any of the following:

1. non-monetary relief (this provision does not apply to **Defense Costs** where non-monetary relief is sought for alleged **Sexual Misconduct and Molestation**);
  2. civil or criminal fines or penalties;
  3. the multiplied portion of multiplied damages, punitive or exemplary damages; and
  4. matters which may be deemed uninsurable according to the law under which this policy is construed.
- H. **One Insured Event** means one or more covered allegations of **Sexual Misconduct and Molestation** which are related by an unbroken chain of events.
- I. **Sexual Misconduct and Molestation** means actual or alleged: a) abuse, molestation, mistreatment or maltreatment of a sexual nature, including, but not limited to, any sexual involvement, sexual conduct or sexual contact, regardless of consent; and b) negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, mistreatment or maltreatment of a sexual nature.
- J. **Victim** means any individual who is the object of **Sexual Misconduct and Molestation**.



### **III. WHEN COVERAGE IS PROVIDED**

- A.** This policy applies only to Claims arising out of an Insured Event first made or brought during the Policy Period and which are reported to us in accordance with the policy's notice provisions as set forth in **CONDITIONS** section **VIII. A. Duties in the Event of a Claim**. **Claims** are considered to be first made when they are first served or received by the Insured.

All **Claims** because of **One Insured Event** will be considered to have been made or brought on the date that the first of those **Claims** was first made or brought.

Limited Reporting Period means the thirty (30) day period after the policy ends, during which **Claims** because of **Insured Events** that happen or commence during the Policy Period and are reported in accordance with section **I.** and **VIII.** of the policy can be made.

- B. Extended Reporting Period.** If this policy is non-renewed or cancelled, except for non payment of premium, an Extended Reporting Period of twelve (12) months from the end of the Policy Period, or the effective date of cancellation, whichever is earlier, can be added by us issuing you an Extended Reporting Period Endorsement in exchange for your payment of an additional premium to be determined by us.

The Extended Reporting Period Endorsement will not be issued unless we receive a written request for it within thirty (30) days after this policy is cancelled or non-renewed, nor will it take effect unless the additional Premium is paid within thirty (30) days after this policy is cancelled or non-renewed. Once that Premium is paid the endorsement may not be cancelled and the additional Premium will be fully earned.

The Extended Reporting Period will not apply to any **Claim** if other insurance you buy covers you or would cover you if its limits of coverage had not been exhausted.

Coverage under the Extended Reporting Period is with respect to Claims first made against an Insured during the Policy Period or Extended Reporting Period and first reported by an Insured during the Extended Reporting Period, provided always that Claims reported during the Extended Reported Period are limited to **Insured Events** which happen or commence before the original Policy Period ends by either cancellation or non-renewal and which are otherwise covered by this policy.

The **LIMIT OF LIABILITY** that applies at the end of the Policy Period is not renewed or increased and the Limits, as shown in the Declarations, shall not be increased in any way by the Limited Reporting Period or the addition of the Extended Reporting Period.

- C.** If, during the Policy Period, any of the following changes occur:
- a. the acquisition of an Insured, or of all or substantially all of its assets, by another entity, or the merger or consolidation of an Insured into or with another entity such that the Insured is not the surviving entity; or
  - b. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate over fifty percent (50%) of the directors of an Insured

coverage under this policy with respect to such Insured will continue in full force and effect with respect to Claims for **Insured Events** committed before such change, but coverage with respect to such Insured will cease with respect to Claims for **Insured Events** committed after such change. After any such change, this policy may not be cancelled, regardless of **CONDITIONS** section **VIII.F.** Cancellation, and the entire Premium for the policy will be deemed fully earned.



#### **IV. WHERE COVERAGE IS PROVIDED**

This policy covers **Claims** made and **Insured Events** occurring anywhere in the world. With suits brought in Canada only.

#### **V. WHO IS INSURED**

- A. Individual.** If you are shown in the Declarations as an individual, you and your spouse are Insureds but only for the conduct of a business of which you are the sole owner.
- B. Corporation.** If you are shown in the Declarations as a corporation or organization other than a partnership or joint venture, you are an Insured. Your stockholders are also Insureds, but only with respect to their liability as your stockholders.
- C. Partnership or Joint Venture.** If you are shown in the Declarations as a partnership or joint venture, you are an Insured. Your partners or co-venturers and their spouses are also Insureds, but only for the conduct of your business.

However, no person nor organization is covered for the conduct of any current or past partnership or joint venture not named in the Declarations.

- D. Other.** If you are a Limited Liability Corporation (LLC), or a Limited Liability Partnership ('LLP') of the Named Insured and you are shown in the Declarations as 'Other' you are an Insured. Your members, partners and shareholders are also Insureds but only with respect to the conduct of your business.
- E. Employees.** Your **Employees**, executive officers, directors and your trustees are Insureds only for the conduct of your business within the scope of their employment. Your **Employee's** status as an Insured will be determined as of the date of the **Sexual Misconduct and Molestation** that caused an **Insured Event**.
- F. Subsidiary.** Any organization more than 50% owned by the Named Insured and listed in the Application shall be an Insured.
- G. Approved Mergers and Acquisitions.** We may agree to cover certain organizations that you newly acquire or form while this policy is in effect. Written notice must be given to us within thirty (30) days after the acquisition together with such information as we may request. There may be an additional premium charged and the premium must be paid in order for coverage to take effect. Notwithstanding, in no event shall any acquired or newly formed organization be covered for **Loss** that results from an **Insured Event** that happened or first commenced before the Insured acquired or formed it; nor for any **Loss** covered under any other insurance.

#### **VI. LIMIT OF LIABILITY**

- A.** The amount shown at Item 4.a) in the Declarations is the most we will pay for **Claims** first made or brought during the Policy Period arising out of **Sexual Misconduct and Molestation** against any one **Victim** regardless of: the number of acts of **Sexual Misconduct and Molestation** against any one **Victim**; the number of individuals participating in acts of **Sexual Misconduct and Molestation** against any one **Victim**; and the number of **Claims**.
- B.** The amount shown at Item 4.b) in the Declarations is the most we will pay for the combined total of all **Claims** first made or brought during the Policy Period.

If this Policy Period is extended, the Limits, as shown in the Declarations, shall not in any way increase. For purposes of the **LIMIT OF LIABILITY**, any policy extension is considered to be part of and not in addition to the former Policy Period.



## **VII. SELF-INSURED RETENTION**

Our obligation to pay under this policy applies only to the amount of **Loss** in excess of any Self-Insured Retention (reimbursement) amount, as shown in the Declarations, and the **LIMIT OF LIABILITY** will not be reduced by the amount of such Self- Insured Retention (reimbursement).

The Self- Insured Retention (reimbursement) amount will apply separately to each **Claim** made, however, it will only apply once to all Claims arising out of any **One Insured Event** regardless of the number of claimants who allege damages.

## **VIII. CONDITIONS**

We have no duty to provide coverage under this policy unless there has been full compliance with all the conditions contained in this policy.

### **A. Duties in the event of a Claim**

1. You must see to it that we or our Authorized Representatives, as shown in the Declarations, are notified as soon as practicable but in no event more than thirty days (30) after the claim is made. Your notification should include:
  - (a) the identity of the person(s) alleging **Sexual Misconduct and Molestation**;
  - (b) the identity of any Insured(s) who allegedly committed **Sexual Misconduct and Molestation**;
  - (c) the identity of any witnesses to the alleged **Sexual Misconduct and Molestation**; and
  - (d) the date(s) an **Insured Event** took place.
2. You and any other Insured must:
  - (a) immediately send us or our Authorized Representatives, as shown in the Declarations, copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
  - (b) authorize us or our Authorized Representatives, as shown in the Declarations, to obtain statements, records and other information;
  - (c) co-operate with us or our Authorized Representatives, as shown in the Declarations, in the investigation or defense of the **Claim**; and
  - (d) assist us or our Authorized Representatives, as shown in the Declarations, in the enforcement of any right against any person or organization which may be liable to an Insured because of **Loss** to which this policy may also apply.
3. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent. Subsequent payments that are deemed by us as having been prejudiced by any such voluntary payment will also be the sole responsibility of the Insured.

### **B. Report of a Potential Claim**

Solely at an Insured's option, an Insured may within the Policy Period report incidents of **Sexual Misconduct and Molestation** that may reasonably be expected to give rise to a **Claim**. If such report is received our Authorized Representatives, as shown in the Declarations, within the Policy



## SPECIAL RISK INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7  
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | [WWW.SRIM.CA](http://WWW.SRIM.CA)

Period then any **Claim** subsequently arising from such incidents will be deemed to be made on the date such report was received. Such report must include the identity of the person(s) involved, along with a description of the

**Sexual Misconduct and Molestation.** In no event, however, is an Insured entitled to coverage under this policy based on a **Laundry List Notification**.

### C. Legal Action Against Us

1. No person or organization has the right under this policy:
  - (a) to join us as a party or otherwise bring us into a suit asking for damages from an Insured; or
  - (b) to sue us on this policy unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on final judgment against an Insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable **LIMIT OF LIABILITY**. An agreed settlement means a settlement and release of liability signed by us, an Insured and the claimant's legal representative.

### D. Other Insurance

If other valid and collectable insurance is available to an Insured covering a **Loss** also covered by this policy, other than insurance that is specifically stated to be in excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the term, conditions and limitations of any other insurance.

### E. Premium

1. The Premium shown in the Declarations is for the Policy Period shown in the Declarations.
2. This policy is subject to a minimum earned Premium of twenty five percent (25%) of the total Premium shown in the Declarations.

### F. Cancellation

You may cancel this policy by mailing to us written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. We may cancel this policy by mailing to the Named Insured at the address shown in the Declarations, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. We may cancel this policy for non-payment of Premium by mailing to the Named Insured at the address shown in the Declarations, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation as stated in the notice shall become the end of the Policy Period. Delivery of such written notice shall be equivalent to mailing.

If you cancel, earned Premium shall be computed in accordance with the short rate table and procedures shown in **SHORT RATE TABLE AND PROCEDURES**. The Premium shall be deemed fully earned if any **Claim** is made, or any Potential Claim under Section VIII.B is reported to us, on or before the date of cancellation of this policy. If we cancel, earned Premium shall be computed pro rata. Premium adjustment may be made at the time cancellation becomes effective, but payment or tender of unearned Premium is not a condition of cancellation.



**G. Representations**

By accepting this policy you agree:

1. all statements in the Application and any attachments as well as all other information provided to us are accurate and complete;
2. those statements are based upon representations you made to us;
3. we have issued this policy in reliance upon your representations; and
4. to disclose any material facts you become aware of between the time that the Application for this policy is signed and the policy inception date.

**H. When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the Named Insured shown in the Declarations, written notice of the non-renewal not less than sixty (60) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient notice of non-renewal.

**I. Transfer Of Rights Of Recovery Against Others to Us**

If any Insured has rights to recover all or part of any payments we have made under this policy, those rights are transferred to us; the Insured must do nothing after a **Loss** to impair them. At our request, any Insured will bring suit or transfer those rights to us and help us to enforce them.

**J. Bankruptcy**

Bankruptcy or insolvency of any Insured or of an Insured's estate will not relieve us of our obligations under this policy, except as excluded in **EXCLUSIONS: WHAT IS NOT COVERED** section IX.

**K. False Or Fraudulent Claims**

If any Insured shall proffer any **Claim** knowing the same to be false or fraudulent as regards amount or otherwise, this policy will become void in its entirety and all coverage hereunder shall be forfeited.

**IX. EXCLUSIONS: WHAT IS NOT COVERED**

- A. By an Insured.** This policy does not cover any **Loss** arising out of any **Claim** by one Insured or more under this insurance against another Insured under this insurance.
- B. Employment Practices.** This policy does not cover **Loss** arising out of any **Claim** based upon or alleging any employment-related practice, policy, act, or omission, even if **Sexual Misconduct and Molestation** is involved; provided, however, this exclusion shall not apply to allegations of negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed an act of **Sexual Misconduct and Molestation**.
- C. Perpetrator.** This policy will not provide coverage to any individual Insured who personally commits, participates in, or assists in any act of **Sexual Misconduct and Molestation** as defined in **DEFINITIONS** section II.1(a). Without limiting the foregoing, we will afford the defense to which such individual Insured would be otherwise entitled until such time as: 1) that individual Insured is judicially determined to have committed, participated in or assisted in any act of **Sexual**





# SPECIAL RISK

## INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7  
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | [WWW.SRIM.CA](http://WWW.SRIM.CA)

**Misconduct and Molestation;** or 2) that individual Insured admits in any context to having committed, participated in or assisted in any act of **Sexual Misconduct and Molestation**.

- D. **Knowledge of Perpetrator.** This policy does not cover any **Loss** arising out of any **Claim** if, prior to the date of the **Insured Event** giving rise to the **Claim**, any Insured was aware of any allegation or complaint of **Sexual Misconduct and Molestation** as defined in **DEFINITIONS** section **II.1(a)** made against the same individual(s) as accused in the **Claim**.
- E. **Outside Activities.** This policy does not cover **Loss** for any **Claim** arising out of any Insured's activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, or company or business other than that of the Named Insured.
- F. **Worker's Compensation.** This policy does not cover any **Loss** arising out of any **Claim** alleging violation of any worker's compensation, disability benefits or unemployment compensation law, social security and other employment benefit law, or any similar law.
- G. **Contractual Liability.** This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** that Insured is obligated to pay by reason of the assumption of another's liability for an Insured Event under ' a contract or agreement. This exclusion will not apply to liability for damages because of an **Insured Event** that any Insured would have without the contract or agreement.
- H. **Employee Retirement Income Security Act.** This policy does not cover any **Loss** arising out of any **Claim** alleging violation of the Employee Retirement Income Security Act of 1974 Public Law 93-406, or any amendments thereto, or any similar federal, state or local law, rule or regulation.
- I. **Consequential Loss.** This policy does not cover any **Loss** resulting from or attributable to any allegations made by or solely for the benefit of a claimant's domestic partner, spouse, child, parent, brother or sister.
- J. **Fraud and Collusion.** This policy does not cover any **Loss** based upon, arising out of, directly or indirectly in connection with, related to, or in any way involving any **Claim** alleging fraud or collusion by an Insured. Without limiting the foregoing, we will pay **Defense Costs** incurred in defense of allegations of fraud and collusion against an innocent Insured named in such **Claim** so long as such **Claim** also contains allegations against that innocent Insured otherwise involving an **Insured Event**.
- K. **Prior Notice.** This policy does not cover any **Loss** arising out of **Insured Events** that have been the subject of any notice given under any other policy in force prior to the inception date of this policy.
- L. **Insolvency:** This policy does not cover any **Loss** arising out of **Insured Events** occurring on or after the effective date:
  - 1. of the appointment of a receiver, conservator, liquidator, trustee, rehabilitator, or similar official to take control of, supervise, monitor, manage or liquidate an Insured; or
  - 2. that any governmental agency, body or representative assumes control, or takes over the management and/or operations of an Insured.



## **POLICY DISPUTES**

Attached to and forming part of the commercial general liability wordings:

Any dispute concerning coverage under this policy and/or the interpretation of the Terms Conditions Limitations and/or Exclusions contained herein is understood and agreed by both the Insured and the Insurers to be subject to the law and jurisdiction of a Canadian province or Territory as determined by the relevant Insurance Act(s).

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Canadian province or Territory as determined by the relevant Insurance Act(s) and to comply with all requirements necessary to give such court jurisdiction.

All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction.

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

**PUNITIVE AND/OR EXEMPLARY DAMAGES EXCLUSION CLAUSE**

Attached to and forming part of the commercial general liability coverage as per wordings:

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

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

## **ADDITIONAL INSUREDS CERTIFICATE HOLDERS ENDORSEMENT**

Attached to and forming part of the commercial general liability policy:

It is hereby understood and agreed that the retail broker has authority to issue certificates of insurance for Canadian domiciled landlords, government departments, municipalities and or school boards. The certificate issued by the retail broker will add the party as additional insureds or a loss payee to the policy but only with respect to liability arising out of the Named Insured's premises or operations.

No certificates can be issued by the retail broker for any foreign company, government, landlord, corporate entity, individual or any organization that is outside of Canadian Jurisdiction.

Except for non-payment of premium, should any of the policies described herein be cancelled by the Insurer before the expiration date thereof, the Insurer will provide 30 days notice of cancellation to certificate holders, who have been granted such notice, and whose names and addresses are on file with the insurer as provided by the broker at the time of notice.

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

**ENGLISH LANGUAGE POLICY WORDING ACKNOWLEDGEMENT FORM**

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that the policy and policy wordings as agreed upon by the Insured and conveyed to the Insured by the Retail Broker, shall be provided in English Language only.

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

## WAIVER WARRANTY

It is understood and agreed that the Insured shall be required to collect signed waivers of liability from all participants participating in sporting events prior to instruction/participation. Signed waivers must be held and retained indefinitely by the Named Insured and produced any time upon request by the Insurer. Violation of the conditions set forth in the warranty shall render coverage provided by this policy null and void. If this warranty is breached, the Insurer will not maintain an obligation of duty to defend or a duty to indemnify under the policy of insurance.

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

## ILLEGAL SUBSTANCE AND ILLEGAL ACTIVITY EXCLUSION

Attached to and forming part of this insurance contract and also forming part of the policy wordings.

It is hereby understood and agreed that this insurance excludes all liability arising from:

- (a) loss or damage however caused which results, directly or indirectly, from any **Illegal Substance Activity**.

It is further understood and agreed that the Insurer shall not have any duty to defend any suit against the Insured or Additional Insured seeking damages.

The following is added to the Definition contained in Definitions section of the policy wordings.

**“Illegal Substance”** means any substance that is not legal for the insured or any other party of interest, employees or agents of the insured or any person to whom the Insured’s property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in Schedule of the *Controlled Drugs and Substances Act* currently in force.

**“Illegal Substance Activity”** means any activity relating to the growing, propagating or harvesting, manufacturing, distributing, storing or selling of any **Illegal Substance**.

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

## LIQUOR LICENSE WARRANTY

It is understood and agreed that the Insured shall be required to obtain a liquor license permit prior to event taking place. Liquor License Permit must be held on file by the Named Insured and produced any time upon request by the Insurer. Violation of the conditions set forth in the warranty shall render coverage provided by this policy null and void. .

If this warranty is breached, the Insurer will not maintain an obligation of duty to defend or a duty to indemnify under the policy of insurance.

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

## **POLICY TERRITORY ENDORSEMENT**

Attached to and forming part of the commercial general liability coverage as per wordings:

It is understood and agreed that under the insuring agreement form IFC33000 (8-95) the definition with respect to 'policy territory' is deleted and replaced with the following:

'Coverage territory' means Worldwide, with actions to be brought in Canada only. This policy does not have an obligation of duty to defend on actions brought outside of Canada.

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

Form 5290 (09/2018)





## LIMITED POLLUTION LIABILITY COVERAGE

This Endorsement Changes the policy - please read it carefully

This endorsement modifies Insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY POLICY (OCCURRENCE FORM)

With respect to "Section 1 – Coverages" "Common Exclusions – Coverages A, B, C, and D" the "Pollution Liability" exclusion is deleted and replaced with the following:

#### 1. Pollution Liability

- (a) "Bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants;
  - i) At or from premises owned, rented, or occupied by an insured;
  - ii) At or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing, or treatment of waste;
  - iii) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured- may be legally responsible, or
  - iv) At or from any site or location on which an insured or any contractors or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
    - a) if the pollutants are brought on or to the site or location in connection with such operations: or
    - b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the pollutants.
- (b) Any loss, cost, or expenses arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants.
- (c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

Sub-paragraphs i) and iv) a) of paragraph a, of this exclusion do not apply to "bodily injury" or "property damage" caused by

- i) heat, smoke, or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- ii) a sudden & accidental discharge, disposal, release or escape of pollutants provided such discharge, dispersal, release or escape of pollutants:
  - a) results in the injurious presence of pollutants in or upon land, the atmosphere, drainage, of sewage system watercourse or body of water, and
  - b) is detected within 60 hours after the commencement of the discharge, dispersal, release, or escape; and
  - c) is reported to us within 120 hours of being detected; and
  - d) does not occur in a quantity or with a quality that is routine or usual to the business of the Insured

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

**▲ WE'RE THERE.**



**SPECIAL RISK**  
INSURANCE MANAGERS

Suite 103, 8411 – 200th St. Langley BC. V2Y 0E7  
TOLL FREE 1800 993 6388 | FAX 604 888 1008 | [WWW.SRIM.CA](http://WWW.SRIM.CA)

Coverage is subject to the Limit & Deductible as shown on the Declarations Page. The limit shown on the declarations page is both the limit of coverage per occurrence and in the aggregate.

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

## **EMPLOYEE BENEFITS LIABILITY COVERAGE**

---

### **INSURING AGREEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY POLICY.

The following is added to paragraph 1.a. of Coverage A (Section I):

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages to any employee or former employee or the heirs, beneficiaries or legal representatives of either because of any act of negligence, error, mistake or omission of the Insured or others for whom the Insured is legally responsible in the "administration" of "employee benefit programs" of the Insured. Compensatory damages arising out of the "administration" of "employee benefit programs" shall be deemed to be caused by an "occurrence".

For the purpose of determining the Limits of Insurance for coverage provided by this endorsement, any act of negligence, error, mistake or omission together with all related acts of negligence, errors, mistakes in the "administration" of these "employee benefit programs" will be considered one "occurrence".

This insurance applies to any act of negligence, error, mistake or omission which occurs within Canada or the United States of America, its territories or possessions,

1. during the period it is in effect, provided claim is made or action is brought during that period, or
2. prior to its effective date, if the Insured first become aware thereof during the period of this insurance and claim is made or action is brought during such period.

### **ADDITIONAL EXCLUSIONS**

This insurance afforded by this endorsement does not apply:

1. to any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation on your part or on the part of any other party of interest, employees or your agents;
2. to "bodily injury" to, or sickness, disease or death of any person, including damages for care and loss of services arising therefrom or to injury to or destruction of any tangible property, including the loss of use thereof;
3. to any claim for failure of performance of contract by any Insured;
4. to any claim based upon the Insured's failure to comply with any workers' compensation, disability benefits or unemployment compensation law or any similar law;
5. to any claim based upon:
  - a. failure of any investment program, individual securities or savings program to perform as represented by an Insured;
  - b. advice given by an Insured in connection with participation or non-participation in stock subscription plans or savings programs;
6. any claim out of the failure of the Insured or any Insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfil any of their guarantees with respect to:
  - a. the payment of benefits under "employee benefit programs", or
  - b. the providing, handling or investment of funds related thereto.
7. Any claim based on the liability of others which is assumed by the Insured under a contract or agreement;
8. Any claim resulting from personal profit of advantage gained by the Insured without the legal right to the gain;
9. Any claim for the return of compensation paid to the Insured if a court determines that the payment was illegal;
10. The liability of any insured for taxes, fines or penalties imposed by law;
11. Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit program";

12. Any claim that results from not having adequate insurance or bonds to protect the assets of an "employee benefit program".

## **LIMITS OF INSURANCE**

The Limit of Insurance, Each Occurrence Limit stated in the Schedule of Part III is the most we will pay for compensatory damages because of any act of negligence, error, mistake or omission in the "administration" of "employee benefit programs" arising out of any one "occurrence" regardless of the number of:

1. Insureds;
2. Claims made or "actions" brought; or
3. Persons or organizations making claims or bringing "actions".

Our obligation under Employee Benefits Liability Coverage to pay compensatory damages on your behalf applies only to the amount of compensatory damages in excess of any deductible amount, if any, stated in the Schedule of Part III applicable to the coverage, and the limits of insurance applicable to "each occurrence" will be reduced by the amount of such deductible.

## **ADDITIONAL DEFINITIONS**

### **1. Employee Benefit Programs**

The term "Employee Benefit Program" shall mean group life insurance, group accident or health insurance, Profit sharing plans, pension plans, employee stock subscription plans, travel, savings or vacation plans and, except as respects the insurance afforded hereunder to employees, shall also include workers' compensation insurance, unemployment compensation insurance and disability benefits insurance.

### **2. Administration**

The unqualified word "administration", whenever used, shall mean the following:

- a. counselling employees with respect to "employee benefit programs";
- b. interpretations relative to "employee benefit programs";
- c. record-keeping in connection with "employee benefit programs";
- d. enrolment, termination or cancellation of employees under "employee benefit programs".

## COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

## **CYBER AND DATA EXCLUSION**

(for attachment to Canadian Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, 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 **DATA**, including any amount pertaining to the value of such **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, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Definitions**

**COMPUTER SYSTEM** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**CYBER ACT** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

**CYBER INCIDENT** means:

- (a) 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
- (b) 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**.

**DATA** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **COMPUTER SYSTEM**.

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA**  
(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
  - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
  - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
  - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

- 1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- 2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or 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;
- 3. The term "nuclear facility" means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising 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.

4. The term “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

01/4/96  
NMA1978a



## WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For this purpose of this endorsement an act of terrorism mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**O.E.F 98B**  
**REDUCTION OF COVERAGE FOR LESSEES OR**  
**DRIVERS OF LEASED VEHICLES ENDORSEMENT**  
**(for attachment only to the Standard Non-Owned Automobile Policy S.P.F. No. 6)**

**1. Purpose of this endorsement:**

This endorsement alters the coverage provided by this policy 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.

**2. How the policy coverage is changed:**

- The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile **for a period of not more than 30 days** in their own name, all sums which such partner, officer or employee 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 or to the partner, officer or employee of the Insured.
- Underlying coverage available to the Insured or to the partner, officer or employee of 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 limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

**S.E.F. No. 94 LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT**

**for attachment only to a non-owned automobile policy S.P.F. No 6**

This endorsement modifies the coverage provided under the Non-Owned Automobile Insurance Section of your policy or, if attached to your policy, the Non-Owned Automobile Insurance Endorsement (Form Number 1458), as follows:

**Section B - 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 him/her under a contract or agreement for loss or damage arising from the care, custody or control of "hired automobiles" as defined in the Non-Owned Automobile Endorsement and resulting from loss or damage thereto, caused by any peril not specifically excluded herein.

**Exclusions**

The Insurer shall not be liable:

- (a) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- (b) for loss or damage:
  - (1) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage caused by fire, theft or malicious mischief; or
  - (2) to any automobile while being used without the consent of the owner thereof; or
  - (3) caused directly or indirectly by contamination by radioactive material; or
  - (4) to contents of trailers or to rugs or robes; or
  - (5) to tapes and equipment for use with a tape recorder when detached therefrom; or
  - (6) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - (7) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements hereof and as set out in the Non-Owned Automobile Endorsement attached to this policy.

**Limits of Insurance**

The Insurer shall not be liable under Section B. for any amount in excess of the amount stated on the "Declaration Page" for this endorsement (exclusive of interest and costs) for any one accident.

**Deductible Clause**

Each occurrence causing loss or damage covered under Section B. hereof except loss or damage caused by fire or lightning or theft of the entire automobile shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount stated on the "Declaration Page" for this endorsement.

**Additional Agreement**

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.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy to which this endorsement is attached, including if attached to the policy the Non-Owned Automobile Insurance Endorsement (Form Number 1458), shall have full force and effect.