



# Photographers Insurance Policy Wording

**GOLD PACKAGE**

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<sup>1</sup> New addition 2024

## Commercial Building and Contents Broad Form

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**WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN THE CLAUSE 21.**

### **1. INDEMNITY AGREEMENT**

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

- (a) the value of the lost or damaged property as determined in Clause 20. LOSS SETTLEMENT – BASIS OF VALUATION, or if the “declarations page(s)” specifies that this policy is endorsed with a Form that contains a Replacement Cost clause applicable to this Form, by the valuation determined in the replacement cost clause;
  - (b) the interest of the Insured in the property;
  - (c) the amount of insurance specified on the “declarations page(s)” for the lost or damaged property.
- The inclusion of more than one person or interest shall not increase the Insurer’s liability.

### **2. INSURED PROPERTY**

This form insures those of the following items for which an amount of insurance is specified on the “declarations page(s)” and only while at the “premises”:

“Building”  
“Equipment”  
“Stock”  
“Contents of Every Description”  
“Property of Every Description”

### **3. LIMIT OF LIABILITY:**

Irrespective of property that is insured on a blanket basis or of any reference in the policy to blanket coverage, the maximum limit of liability of the Insurer in any one loss shall not exceed the lesser of:

- (a) the actual amount of loss after loss adjustment in accordance with the policy terms, provisions, and conditions, less applicable deductible(s); or
- (b) the total value(s) for each scheduled location or item of property, as declared in the most current Statement of Values on file with the Insurer, less applicable deductibles; or
- (c) any other Limit of Liability or amount of insurance specifically used in the policy or stated in the “declarations page(s)”, less applicable deductibles;
- (d) in the case of property insured on a blanket basis, 115% of the total value(s) for each insured location subject to the schedule of property declared in a current Statement of Values that is filed with the Insurer within 90 days of the most recent renewal preceding insured loss or damage; less applicable deductibles.

### **4. DEDUCTIBLE CLAUSE**

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

## 5. COINSURANCE

This clause applies separately to each item for which a coinsurance percentage is specified on the “declarations page(s)” and only where the amount of loss or damage exceeds the lesser of 5% of the applicable amount of insurance or \$10,000.

The Insured shall maintain insurance concurrent with this form on the insured property to the extent of at least the amount produced by multiplying the “value of the property” as defined in this Section 5. COINSURANCE by the coinsurance percentage specified on the “declarations page(s)”. If the Insured fails to do so, the Insured shall be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

“Value of the Property”: For the purpose of applying this Section 5. COINSURANCE, the “value of the property” is determined by Section 20. LOSS SETTLEMENT – BASIS OF VALUATION. However, if the “declarations page(s)” specifies that this policy is endorsed with a Form that contains a Replacement Cost clause applicable to this Form, then for the purpose of applying this Section 5. COINSURANCE, the Replacement Cost clause will establish the “value of the property” to which the Replacement Cost Clause applies and Section 20. LOSS SETTLEMENT – BASIS OF VALUATION will be of no force or effect with respect to that valuation.

## 6. INSURED PERILS:

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

## 7. EXCLUSIONS

### A. EXCLUDED PROPERTY:

This form does not insure loss of or damage to:

- (a) sewers, drains or water mains located beyond the outside bearing walls or foundations of the insured property, but this exclusion does not apply to loss caused by “Named Perils”;
- (b) property at locations which, to the knowledge of the Insured, are vacant, unoccupied or shut down for more than 30 consecutive days;
- (c) electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion as described in DEFINITIONS Section 21. (h);
- (d) growing plants, trees, shrubs or flowers, all while outside the “building”, except as provided in EXTENSIONS OF COVERAGE 8.(c);
- (e) animals, fish or birds. This exclusion does not apply to loss or damage caused directly by “Named Perils” or by theft or attempted theft;
- (f) money, “cash cards”, bullion, platinum or other precious metals or alloys, securities, stamps, tickets (except lottery tickets) or tokens, or evidence of debt or title;
- (g) automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property. This exclusion does not apply to watercraft or amphibious or air cushion vehicles held for sale, or to unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the “premises”;
- (h) furs, fur garments, jewels, jewellery, pearls, precious and semi-precious stones, but this exclusion does not apply to:
  - i. the first \$5,000 of any loss to which insurance under this Form otherwise applies, nor
  - ii. does this exclusion apply to loss or damage caused by “Named Perils”;
- (i) property that is insured under the terms of any marine insurance;
- (j) property from the time of leaving the Insured’s custody if it is:
  - i. loaned or rented or leased to others; or
  - ii. sold by the Insured under conditional sale or instalment payment or other deferred payment

plan.

- This exclusion (j) does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the Insured;
- (k) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
  - (l) a. any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
  - b. any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);
  - caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use.
  - This exclusion (l) does not apply to:
    - i. manually portable gas cylinders;
    - ii. explosion of natural, coal or manufactured gas;
    - iii. explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;
  - (m) roadways, walkways, parking lots, other exterior paved surfaces, retaining walls or permanently installed landscape structures outside the "building". This exclusion does not apply to the first \$10,000 of any loss otherwise insured;

**B. EXCLUDED PERILS:**

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

- (a) in whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in Section 21. DEFINITIONS, Item (h). This exclusion does not apply to property in transit;
- (b) in whole or in part by flood, including "surface water", waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", all as described in Section 21. DEFINITIONS, Item (h). This exclusion does not apply to property in transit or loss or damage caused directly by leakage from a water main;
- (c) by water damage as follows:
  - i. seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other basement openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently caused by a peril not otherwise excluded;
  - ii. by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by a peril not otherwise excluded in this Form;
  - iii. the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless concurrently caused by a peril not otherwise excluded;
- (d) centrifugal force, mechanical breakdown or electrical breakdown or derangement in or on the "premises". This exclusion does not apply to loss or damage caused directly by resultant fire;
- (e) a. by dampness or dryness of atmosphere;
- b. by changes in or extremes of temperature, heating or freezing;
- c. by total or partial interruption to the supply of electricity, water, gas or steam; This exclusion (e) does not apply to:
  - i. loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in paragraph(l) of EXCLUDED PROPERTY 7.A.;
  - ii. damage to pipes caused directly by freezing, unless such pipes are excluded in paragraph (l) of EXCLUDED PROPERTY 7.A.;
  - iii. loss of or damage to "building" or "equipment" caused directly by "named perils", theft or attempted theft;

- iv. loss or damage caused directly by an accident to a transporting conveyance
  - (f) a. by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
  - b. by contamination;
  - c. by marring, scratching or crushing.
- This exclusion (f) does not apply to loss or damage caused directly by:
- i. "named perils";
  - ii. rupture of pipes or breakage of apparatus not excluded in paragraph (l) of EXCLUDED PROPERTY 7.A.;
  - iii. theft or attempted theft;
  - iv. an accident to a transporting conveyance
- (g) rodents, insects or vermin, unless directly caused by a peril otherwise insured and not otherwise excluded under this Form;
  - (h) by delay, loss of market, or loss of use or occupancy;
  - (i) in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
  - (j) i. by any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas, all as described in Section 21. DEFINITIONS Item (h);
  - ii. by contamination by radioactive material;
  - (k) i. by any dishonest or criminal act committed by the Insured or any agent of the Insured, acting alone or in collusion with others;
  - ii. by theft or attempted theft committed by any employee of the Insured, acting alone or in collusion with others;
  - iii. by any dishonest or criminal act committed by anyone, except as stated in EXCLUDED PERIL 7.B. (k) ii when the Insured or any agent of the Insured knew or ought to have known prior to the loss or damage, of the dishonest or criminal act.
- This exclusion 7.B.(k) iii. does not apply if, upon becoming aware of the dishonest or criminal act, the Insured or any agent of the Insured immediately notifies the police and the Insurer.
- (l) by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in Section 21. DEFINITIONS Item (h);
  - (m) by explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured:
    - i. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
    - ii. piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
    - iii. other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
    - iv. moving or rotating machinery or its parts;
    - v. any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other insured property that has been damaged by such explosion;
    - vi. gas turbines.
- This exclusion (m) does not apply to loss or damage caused by resultant fire;
- (n) by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to

- loss or damage caused directly and concurrently by a peril not otherwise excluded in this form;
- (o) proximately or remotely, arising in consequence of or contributed to by the enforcement of any bylaw, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which bylaw, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

**C. POLLUTION EXCLUSION:**

This form does not insure against:

- (a) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up". This exclusion does not apply:
- i. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is directly caused by a peril not otherwise excluded in this form, or
  - ii. to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- (b) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

**D. OTHER EXCLUDED LOSSES:**

This form does not insure:

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

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

- (b) the cost of making good:
- i. faulty or improper material;
  - ii. faulty or improper workmanship;
  - iii. faulty or improper design.

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

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

**8. EXTENSIONS OF COVERAGE:**

The following extensions of coverage shall not increase the amounts of insurance applying under this form and are subject to all the conditions of this Form (other than Section 5. COINSURANCE).

**(a) Building Damage By Burglary:**

Where the Insured is not the owner of the building included in "premises", this Form is extended to insure up to a maximum of \$2,500 on damage (except damage by fire) to that part of the "building" occupied by the Insured and directly resulting from actual or attempted burglary and from vandalism or malicious acts committed on the same occasion as burglary, provided the Insured is liable for such damage to the "building".

**(b) Debris Removal:**

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

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

EXTENSIONS OF COVERAGE 8.(b) i. and 8.(b) ii. do not apply to costs or expenses:



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

**(c) Growing Plants, Trees, Shrubs or Flowers Outside of “Building”:**

The insurance under this Form is extended to insure loss of or damage to growing plants, trees, shrubs or flowers, outside of the “building” caused directly by “named perils” (with the exception of windstorm or hail as described in Clause 21.(h) or from theft or attempted theft. This extension of coverage shall be limited to a maximum recovery, including debris removal expense of

- i. \$500 for each growing plant, tree, shrub or flower; and
- ii. \$5,000 for any one “occurrence”.

**(d) Personal Property of Officers and Employees:**

At the option of the Insured, “equipment” also includes personal property of officers and employees of the Insured. The insurance on such property:

- i. shall not attach if it is insured by the owner, unless the Insured is obliged to insure it or is liable for its loss or damage;
- ii. is, in any event, limited to a maximum recovery of \$250 in respect of any one officer or employee;
- iii. shall apply only to loss or damage occurring at the “premises”.

**(e) Removal:**

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

**(f) Property Off Premises including Property on Exhibition**

We agree to extend the insurance provided by Contents of Every Description to apply to loss of or damage by an insured peril to insured property that is temporarily away from your “scheduled risk location”.

This Extension of Coverage does not insure:

- (i) property while in transit;
- (ii) loss of or damage to property occurring at any premises that you own, rent, lease, operate or control. However we will not apply this exclusion (ii) to premises you have paid a fee to rent for the purposes of a trade show, craft show, exhibition, or similar type of event; to property situated at your habitational residence; or
- (iii) loss of or damage to property which has been off premises and at any one location for a period exceeding six months. However we will not apply this exclusion (iii) to property situated at your employees’ habitational residence.

The most that we will pay under this Extension of Coverage is as specified on the Coverage Summary, or as otherwise indicated on the “schedule” for any one occurrence.

**(g) Property in Transit**

We agree to extend the insurance provided by Contents of Every Description to apply to loss of or damage by an insured peril to insured property in the due course of transit between points or places in Canada or the continental United States.

The most that we will pay under this Extension of Coverage to property in transit:

- (1) not by parcel post is as specified on the Coverage Summary, or as otherwise indicated on the “schedule” for any one occurrence; or
- (2) by parcel post in Canada or the continental United States is as specified on the Coverage Summary, or as otherwise indicated on the “schedule” for any once occurrence.

**9. BREACH OF CONDITION**

If the Insured does not comply with a condition of this insurance, any claim for subsequent loss or damage is not recoverable. The Insurer will not deny a claim for this reason if the Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the "premises" over which the Insured has no control.

**10. INTERRUPTION BY CIVIL AUTHORITY:**

This clause 10 shall not apply if coverage for loss arising out of interruption by civil authority is specifically insured under a separate form of business interruption insurance, whether attached to this policy or not. This Form is extended to include the actual loss as covered under this clause 10 during the period of time, not exceeding 30 days, while access to the described "premises" is prohibited by order of civil authority, but only when such order is given as a direct result of damage, to neighbouring premises, by a peril that would have been insured against under this Form had the loss occurred on "premises".

**11. LIBERALIZATION CLAUSE:**

If, during the policy period, the Insurer shall introduce any broadening of this Form and for which no additional premium is charged, then such broadened insurance shall inure to the benefit of the Insured under this Form.

**12. OTHER INSURANCE:**

The Insurer is not liable

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

**13. PERMISSION:**

Permission is granted:

- (a)
  - i. for changes, alterations and repairs, other than additions and extensions which are described in (a) ii, and (a) iii of this section 13;
  - ii. for additions and extensions that are no more than 25% of the area of the existing "building", without time limit.
  - iii. Additions and extensions that are greater than 25% of the area of the existing "building" are only permitted, provided notice of the additions and extensions is given to the Insurer before work is commenced.

Subject to the foregoing, the insurance on the property covered under this policy is extended to said additions and extensions, subject to all the terms and conditions of this policy and to any adjustment of premium deemed necessary.

- (b) to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to the Insured's business;
- (c) With respect to unsprinklered locations only, to cease operations or to remain vacant or unoccupied for a period not exceeding 30 days at any one time;
- (d) With respect to sprinklered locations only, to cease operations in any individual building and for any building to remain vacant or unoccupied without limit of time, but the entire plant is not to cease operations or be vacant or unoccupied for a period exceeding 30 days at any one time.

#### **14. PREMIUM ADJUSTMENT**

This clause is applicable if a specific amount of insurance is shown on the “declarations page(s)” for “stock”.

If, within six (6) months after the expiry or anniversary date of each policy period, the Insured shall file with the Insurer a Premium Adjustment Application Form showing, for the policy period, the value of the “stock” on the last day of each month at each “premises” as commented upon by the Insured’s Accountant, the actual premium for the policy period shall then be calculated at the rate applying to each “premises” for the average amount of the total values declared. If the premium paid by the Insured for such “stock” exceeds the actual premium thus calculated, the Insurer shall refund to the Insured any excess paid, subject to a maximum refund of 50% of the premium paid. In the event of any monthly declared values being in excess of the amount of insurance, the amount of the excess shall not be included in the premium adjustment calculations.

#### **15. PROPERTY OF OTHERS**

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

#### **16. PROPERTY PROTECTION SYSTEMS**

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

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

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

#### **17. REINSTATEMENT**

Loss under any item of this form shall not reduce the applicable amount of insurance.

#### **18. SUBROGATION**

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

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

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

#### **19. VERIFICATION OF VALUES**

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

form.

## 20. LOSS SETTLEMENT – BASIS OF VALUATION

The value of the insured property shall be determined as follows:

- (a) unsold "stock": the actual cash value of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;
- (b) sold "stock": the selling price after allowance for discounts;
- (c) the property of others in the custody or control of the Insured for the purpose of performing work upon it: the amount for which the Insured is liable, but not exceeding the actual cash value at the time and place of loss or damage plus allowance for labour and materials expended to such time;
- (d) tenant's improvements:
  - a. if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but not exceeding the actual cash value of the tenant's improvements at the time and place of loss or damage;
  - b. if not repaired or replaced with due diligence and dispatch, that portion of the original cost of the lost or damaged tenant's improvements which the unexpired term of the lease at the time of loss or damage bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease;
- (e) business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):
  - i. the cost of blank materials for reproducing the records; and
  - ii. the costs of labour to transcribe or copy the records when there is a duplicate.
- (f) all other insured property under this form and for which no more specific conditions have been set out: the actual cash value at the time and place of loss or damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality.

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

## 21. DEFINITIONS

Wherever used in this form:

- (a) "Building" in the singular or the plural means the "building" specified in the "declarations page(s)" and fixed structures pertaining to the "building" and located on "premises" and includes:
  - i. additions and extensions communicating with the "building";
  - ii. permanent fittings and fixtures attached to and forming part of the "building";
  - iii. materials, "equipment" and supplies on "premises" for maintenance of, and normal repairs and minor alterations to the "building" or for "building" services;
  - iv. at the option of the Insured, and without increasing the limit(s) of liability specified in the "declarations page", and only in respect of a residentially occupied "building" (excluding Strata Corporations and Co-Operatives): landlord's permanent fittings and fixtures (excluding furniture and furnishings of furnished suites or apartments) and generally everything pertaining to the structure of the "building" or connected with the "building"; also heating and cooling apparatus, electrical fixtures and "equipment", blinds, refrigerators, fuel, summer and winter doors, screens, awnings and shutters belonging to the building, including fencing;
- (b) "Cash cards" means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account;
- (c) "Clean up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to any of these processes;
- (d) "Contents of every description" means "equipment" and "stock";

- (e) "Declarations page(s)" means the declarations page(s) applicable to this Form including any supplementary page(s) or schedule(s) of coverages attached to them, applicable to this policy;
- (f) "Equipment" means:
- i. generally all contents usual to the Insured's business, including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances, other than "building" or "stock";
  - ii. similar property belonging to others which the Insured is under obligation to keep insured or for which he is legally liable;
  - iii. tenant's improvements, which are defined as building improvements, alterations and betterments made at the expense of the Insured to a "building" occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such "building". If the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this form applies as though such tenant's improvements had been made at the expense of the Insured.
- (g) "Fire protective equipment" includes tanks, water mains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
- i. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
  - ii. any water mains or appurtenances located outside of the "premises" and forming a part of the public water distribution system;
  - iii. any pond or reservoir in which the water is impounded by a dam;
- (h) "Named Perils" means:
- i. FIRE OR LIGHTNING
  - ii. EXPLOSION: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:
    - a. (1) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
    - (2) piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
    - (3) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
    - (4) smelt dissolving tanks;
    - b. other vessels and apparatus and connected pipes, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
    - c. moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
    - d. any vessels and apparatus and connected pipes while undergoing pressure tests, but this exclusion shall not apply to other insured property that has been damaged by such explosion;
    - e. gas turbines;

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

    - 1) electric arcing or any coincident rupture of electrical equipment due to such arcing;
    - 2) bursting or rupture caused by hydrostatic pressure or freezing;
    - 3) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
  - iii. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE: The terms Aircraft and Spacecraft include articles dropped from them.  
There shall in no event be any liability for cumulative damage or for loss or damage:
    - a. to aircraft, spacecraft or land vehicles causing the loss;
    - b. caused by any aircraft or spacecraft when being taxied or moved inside or outside of a "building".

- iv. RIOT, VANDALISM OR MALICIOUS ACTS: The term Riot includes open assemblies of strikers inside or outside the “premises” who have quitted work and of locked-out employees. There shall in no event be any liability for loss or damage:
  - a. due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
  - b. due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Clause 21. (h)(ii);
  - c. due to theft or attempted theft.
- v. SMOKE: The term Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
- vi. LEAKAGE FROM “FIRE PROTECTIVE EQUIPMENT”: The term Leakage From “Fire Protective Equipment” means:
  - a. the leakage or discharge of water or other substances from;
  - b. the collapse of;
  - c. the rupture due to freezing of “fire protective equipment” for the “premises” or for adjoining structures.
- vii. WINDSTORM OR HAIL: There shall in no event be any liability for loss or damage:
  - a. to the interior of the “building” or to “contents of every description” unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
  - b. directly or indirectly by any of the following, whether driven by wind or due to “windstorm” or not: snow-load, ice-load, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslide.
- (i) “Occurrence” means any one loss, disaster or casualty, or series of losses, disasters or casualties arising out of one event.
- (j) “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed
- (k) “Premises” means the entire area within the property lines at the location(s) of the Insured described in the “declarations page(s)”, including vehicles of the Insured within 100 metres (333 feet) of such area and also including areas under adjoining sidewalks and driveways, and in the open within 304.8 metres (1000 feet) of the property lines;
- (l) “Property of every description” means “building”, “equipment” and “stock”.
- (m) “Stock” means:
  - i. merchandise of every description usual to the Insured's business;
  - ii. packing, wrapping and advertising materials; and
  - iii. similar property belonging to others which the Insured is under obligation to keep insured or for which he is legally liable.
- (n) “Surface water” means water or natural precipitation temporarily diffused over the surface of the ground.

## Profits Actual Loss Sustained

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**WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN THE DEFINITIONS SECTION OF THIS FORM.**

### **1. INDEMNITY AGREEMENT**

This Form insures against loss directly resulting from necessary interruption of the Insured's business caused by direct physical loss or direct physical damage by the insured perils, to building(s), equipment or stock on the "premises" specified in the Declaration Page(s), occurring during the term of the policy.

### **2. MEASURE OF RECOVERY**

The insurance under this Form is limited to the Actual Loss Sustained of "gross profit" due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable shall be:

- (a) In respect of Reduction in Turnover:  
The sum produced by applying the "rate of gross profit" to the amount by which the "turnover" during the "indemnity period" shall, in consequence of the destruction or damage by a peril insured against, fall short of the "standard turnover";
- (b) In respect of Increase in Cost of Working:  
The additional expenditure (subject to Special Provisions Clause (b)) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in "turnover" which but for that expenditure would have taken place during the "indemnity period", in consequence of the destruction or damage by an insured peril, but not exceeding the sum produced by applying the "rate of gross profit" to the amount of the reduction thereby avoided; less any sum saved during the "indemnity period" in respect of such of the "insured standing charges" as may cease or be reduced in consequence of the destruction or damage by the insured perils.

### **3. SPECIAL PROVISIONS**

- (a) If during the "indemnity period" goods shall be sold or services shall be rendered elsewhere than at the "premises" for the benefit of the business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or service shall be brought into account in arriving at the "turnover" during the "indemnity period".
- (b) If any standing charges of the business be not insured by this Form, then in computing the amount recoverable under this Form as "increase in cost of working", that proportion only of the additional expenditure shall be brought into account which the sum of the "net profit" and the "insured standing charges" bears to the sum of the "net profit" and all standing charges.
- (c) On the happening of any destruction or damage by an insured peril in consequence of which a claim is made or may be made under this Form, the Insured shall with due diligence do and concur in doing and permit to be done all things which would be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.

### **4. EXTENSIONS OF COVERAGE**

Unless otherwise specified by special endorsement to the contrary, and subject to all other terms and conditions of this Form, coverage is extended to include:

- (a) Interruption by Civil Authority – The actual loss as insured hereunder during the period of time, not exceeding two weeks, while access to the "premises" described in the Declaration Page(s) is

prohibited by order of civil authority, but only when such order is given as a direct result of direct physical loss or direct physical damage to neighbouring premises by a peril insured against under this policy.

- (b) Alterations, additions and acquired locations – The insurance under this form extends to cover the reduction in "turnover" resulting from loss or destruction of or damage to any alteration or addition to an existing building at the described "premises", or from loss or destruction of or damage to any acquired location that is insured under this Policy.
- (c) Professional Fees – The Insurer will pay up to a maximum of \$5,000 for necessary and reasonable fees paid to professionals for producing and certifying any information that may be required by the Insurer in order to arrive at the loss payable under this form. Coverage does not include the fees and cost of any of the Insured's employees or of public adjusters.

Coverage under all of these extensions is subject to all other terms and conditions of the Policy, and takes effect only if more specific insurance is not provided by other parts of this Policy.

## 5. SPECIAL EXCLUSION

The Insurer shall not be liable for loss due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature.

## 6. PERMISSION

Permission is granted:

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

## 7. WAIVER OF TERM OR CONDITION

No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this Policy.

## 8. VERIFICATION OF VALUES

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

## 9. DEFINITIONS

Wherever used in this Form:

- (a) "Gross Profit" means, the sum produced by adding to the "net profit" the amount of the "insured standing charges" or if there is no "net profit" the amount of the "insured standing charges" less such a proportion of any net trading loss as the amount of the "insured standing charges" bears to all standing charges of the business.
- (b) "Indemnity Period" means, the period beginning with the occurrence of an insured peril and ending no later than 12 months



after the occurrence of an insured peril, during which the results of the business shall be affected in consequence of the destruction or damage by a peril insured against, except that if media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon are damaged or destroyed by the insured perils, the length of time for which the Insurer shall be liable under this Form shall not exceed:

- (i) 30 consecutive calendar days after the occurrence of such destruction or damage; or
- (ii) the length of time that would be required to rebuild, repair or replace such other property insured hereby as has been damaged or destroyed; whichever is the greater length of time.

- (c) "Insured Standing Charges" means, all standing charges unless otherwise specified in the Declaration Page(s) in which case only those standing charges so specified are insured. In no event shall the following be deemed to be standing charges:
  - (i) depreciation of stock;
  - (ii) bad debts.
- (d) "Net Profit" means, the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the "premises" specified in the Declaration Page(s) after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
- (e) "Premises" means, the entire area within the property lines at the location(s) specified in the Declaration Page(s), including areas under adjoining sidewalks and driveways.
- (f) "Rate of Gross Profit" means, the "rate of gross profit" earned on the "turnover" during the financial year immediately before the date of the destruction or damage by an insured peril. To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the destruction or damage by perils insured against or which would have affected the business had the destruction or damage by insured perils not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the destruction or damage by insured perils would have been obtained during the relative period after the destruction or damage by insured perils.
- (g) "Standard Turnover" means, the "turnover" during that period in the 12 months immediately before the date of the destruction or damage by insured perils which corresponds with the "indemnity period". To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the destruction or damage by perils insured against or which would have affected the business had the destruction or damage by perils against not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the destruction or damage by perils insured against would have been obtained during the relative period after the destruction or damage by perils insured against.
- (h) "Turnover" means, the money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the "premises" specified in the Declaration Page(s).

## Equipment Breakdown Rider

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### 1. INSURING AGREEMENT

In consideration of the premium, the Company agrees with the Insured that if there is an Accident occurring during the Period of Coverage to the Insured Equipment as defined herein, while the Insured Equipment is at a location specified in the Declaration Page(s) and subject to all the terms, provisions and conditions (including Statutory Conditions) of the policy, except as they may be varied herein, and to the Declarations, Exclusions and Conditions applicable to this Form, as follows:

- (a) to pay for loss
  - (i) to the Insured Equipment and
  - (ii) to other Insured Property directly damaged by an Accident;
- (b) to pay for loss of perishable Insured Property that spoils solely as a result of the Accident;
- (c) if Business Interruption/Extra Expense is covered by the policy to which this Form is attached, to pay for the Business Interruption/Extra Expense which results solely from the Accident.

### 2. EXCLUSIONS

This Form does not apply:

- (a) to loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused;
- (b) to loss caused by or resulting from:
  - (i) war, including undeclared or civil war;
  - (ii) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (iii) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or
  - (iv) civil commotion or sabotage; but unless associated with the foregoing, loss from a Accident of Insured Equipment arising out of any strike, riot, vandalism or malicious acts by others is covered;
- (c) to loss caused by or resulting from pollution, contamination or damage by a Hazardous Substance, however caused, except as provided in Condition 7;
- (d) to loss from an Accident caused by or resulting from:
  - (i) earth movement, including but not limited to earthquake, landslide, mud flow, subsidence, volcanic eruption, tidal wave or tsunami;
  - (ii) wind, including but not limited to cyclone, tornado or hurricane;
  - (iii) fire, smoke or combustion explosion; or
  - (iv) water or other means used to extinguish a fire;
- (e) to loss caused by or resulting from:
  - (i) fire, smoke or combustion explosion that occurs at the same time as an Accident or that ensues from an Accident. However, with respect to any Insured Equipment which is an electrical or electronic machine or apparatus, fire damage within the said machine or apparatus which occurs at the same time as an Accident, or that ensues from an Accident, is

- covered;
  - (ii) flood, however, if an Accident of Insured Equipment results from a flood, damage or expense caused by the Accident is covered;
  - (iii) lightning, if coverage for that cause of loss is provided by any other insurance in effect at the time of the loss;
  - (iv) damage to Data used with any electronic computer or electronic data processing equipment except as provided in Condition 8;
- (f) to loss from:
- (i) delay or interruption of business except as may be provided in Insuring Agreement 1 (c);
  - (ii) any other indirect result of an Accident except as may be provided in Insuring Agreement 1(b) and 1(c);
- (g) to loss to Insured Property damaged by water, resulting from an Accident of Insured Equipment if coverage is provided by any other insurance in effect at the time of the loss;
- (h) to loss caused by or resulting from:  
the partial or total failure, malfunction or loss of use of any electronic equipment, computer system, information repository, microchip, integrated circuit or other similar device due to:
- (i) the erasure, destruction, corruption, misappropriation or misinterpretation of Data;
  - (ii) any error in creating, amending, entering, deleting or using Data;
  - (iii) the inability to receive, transmit or use Data; or
  - (iv) the impact of any virus or the functioning or malfunctioning of the internet, intranet, local area networks, virtual private networks or similar facility, or of any internet address, website or similar facility;
- however the Company shall pay for loss that ensues solely from the Accident of any other Insured Equipment.

### 3. CONDITIONS

#### 1) LIMIT OF LIABILITY

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

#### 2) BUSINESS INTERRUPTION/EXTRA EXPENSE

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

##### (i) Notice of Breakdown and Commencement of Liability

The Insured shall immediately give notice of Accident to any office of the Company and that notice must be confirmed in writing. The commencement of the Company's liability under this coverage shall be (1) the time of the Accident or (2) twenty-four hours before the notice of Accident is received, whichever is later.

##### (ii) Limit of Insurance

Under Insuring Agreement 1 (c), the Company's liability for Business Interruption/Extra Expense shall be separate from and in addition to the Limit of Liability specified in the Declaration Page(s) applicable to this Form. This liability, however, is not to exceed the limit of Business Interruption/Extra Expense specified for this coverage in the policy.

**3) EXPEDITING EXPENSES**

If there is an Accident of Insured Equipment, the Company shall pay the reasonable extra cost to:

- (i) make temporary repairs;
- (ii) expedite permanent repairs; or
- (iii) expedite permanent replacement;

of the Insured Equipment or other Insured Property which is directly damaged by the Accident.

**4) BY-LAWS**

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

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

**5) PROFESSIONAL FEES/AUDITORS FEES**

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

**6) SERVICE INTERRUPTION**

If there is an Accident of equipment not owned or operated by the Insured, the Company shall be liable:

- (i) for loss of perishable Insured Property which spoils; and
- (ii) only if Business Interruption/Extra Expense insurance is provided by this Form, for Business Interruption/Extra Expense;

but only if the equipment is:

- (a) of a type described in the applicable definition of Insured Equipment;
- (b) located on or within one thousand (1000) metres of the Insured's premises;
- (c) owned by the building owner at the premises of the Insured or by a public utility company; and
- (d) used to supply telephone, electricity, air conditioning, heating, gas, water or steam services to the Insured's premises.

**7) HAZARDOUS SUBSTANCES**

If a Hazardous Substance is involved in or released by an Accident of Insured Equipment, the Company shall be liable to pay:

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

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

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

## 8) DATA COVERAGE

If, as a result of an Accident of Insured Equipment, Data is lost or damaged, the Company shall be liable for:

- (i) the cost of gathering or reproducing the Data; and
- (ii) the Business Interruption/Extra Expense resulting from the loss or damage to the data only if Business Interruption/Extra Expense is provided by this Form;

however, in no event shall the Company be liable for loss in excess of \$50,000.

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

## 9) BASIS OF SETTLEMENT

### (a) Property Damage

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

- (i) on media, the cost of blank material;
- (ii) on exposed film, records, manuscripts and drawings, the cost of blank material plus the cost of transcription;
- (iii) on all other Insured Property, the lesser of the cost at the time of the Accident
  - a. to repair; or
  - b. to replace with similar property of like kind, capacity, size, quality and function.

The Company shall not be liable:

- (i) for the cost of repairing or replacing any part or parts of a piece of equipment which is greater than the cost of repairing or replacing the entire piece of equipment;
- (ii) for more than the cost to replace the property with other property of like kind, capacity, size, quality and function: nor
- (iii) for loss or damage to property which is useless or obsolete to the Insured.

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

### (b) Spoilage

The Company shall pay under Insuring Agreement I(b) the amount that is spent to replace perishable Insured Property which spoils solely as a result of the Accident of Insured Equipment. If the Insured Property is not replaced, the Company shall only pay for the Actual Cash Value of the property.

## 10) DEDUCTIBLE

From the total amount of loss, damage and expense for which the Company is liable following any One Accident of Insured Equipment shall be subtracted the Deductible specified in the Declaration Page(s).

## 11) INSPECTION

The Company shall have the right to make inspections of Insured Equipment at any reasonable time. Neither this right to make inspections nor making them is an undertaking to the Insured or others that the

Insured Equipment is safe and not hazardous or injurious to health.

## **12) SUSPENSION**

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

## **13) ERRORS AND OMISSIONS**

Insurance under this policy is extended to include the actual amount of loss, up to a maximum of \$250,000.00 for loss not otherwise payable if such loss arises solely out of an error or unintentional omission by the Named Insured in the description of insured property or in a description of the insured property's location. Immediately upon the discovery of any such error or omission, the Named Insured must notify the Insurer of the corrections that are needed. Nothing contained in this Coverage Extension 13 operates to increase the Insurer's limit of liability. The Insurer reserves the right to charge an appropriate premium or to impose appropriate, additional conditions with respect to any such corrections that are made to the policy.

## **14) BRANDS AND LABELS**

This Coverage Extension 14 applies in the event of loss or damage (arising out of an Accident) to insured property bearing a brand name or trademark. The salvage value of such damaged insured property is determined after removal (in the customary manner) of all such brands or trademarks or other identifying characteristics.

Insurance under this policy is extended to insure, up to a maximum of \$100,000.00, the cost of removal of such brands, trademarks or other identifying characteristics (provided that such removal will not physically damage the insured property) prior to the sale, as salvage, of such insured property damaged by an Accident; in accordance with value established by the Insurer during loss adjustment.

## **15) INTERRUPTION BY CIVIL AUTHORITY**

This Coverage Extension 15 does not apply if coverage for loss arising out of interruption by civil authority is specifically insured under a separate form of commercial property or business interruption insurance, whether attached to this policy or not.

Insurance under this policy is extended to include the contiguous period of time, not exceeding twenty-one consecutive days that access to the insured premises is prohibited or denied by order of civil authority. Coverage under this extension clause 15 applies only when such premises and only when such order or denial is given as a direct result of an Accident at premises immediately adjacent to the insured premises and only when such order or denial of access arises out of a peril that would have been insured against under this policy had the loss or damage occurred on the "Named Insured's" premises.

## **16) LIBERALIZATION CLAUSE**

For a period not exceeding twenty four months from this policy's first inception date, this policy is extended to include any extension of coverage afforded under the direct property damage section of the Equipment Breakdown/Boiler and Machinery policy immediately preceding this policy but not afforded by this policy or subject to a lesser limit under this policy, provided that:

- (a) such extension of coverage has not been declined by the present Insurer; and
- (b) such extension of coverage has not been refused by the Insured following conditions proposed by

- (c) the present Insurer; and
- (c) the Insurer's liability does not exceed the amount of insurance specified for such extension of coverage in the prior policy; and
- (d) this Coverage Extension 16 is limited to a maximum recovery of \$50,000.00 in any one Policy Period.

If during the Policy Period the Insurer introduces any broadening of this Form and for which no additional premium is charged, then such broadened insurance inures to the benefit of the Insured under this Form (effective from the date of formal introduction by the Insurer of such broadened insurance).

#### **4. DEFINITIONS**

##### **1) INSURED EQUIPMENT**

Insured Equipment shall mean any equipment owned, leased, operated or controlled by the Insured as described below:

- (a) any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any refrigerating or air conditioning vessels and piping or any other piping and its accessory equipment, but not including:
  - (i) any boiler setting, any refractory or insulating material;
  - (ii) any part of a boiler or fired pressure vessel that does not contain steam or water; nor
  - (iii) any buried piping, any drainage piping, any sprinkler piping and its accessory equipment;
- (b) any mechanical or electrical equipment used for the generation, transmission or utilization of mechanical or electrical power, but not including:
  - (i) any vehicle or mobile equipment; nor
  - (ii) any elevator or escalator but not excluding any electrical or electronic equipment used with such apparatus;
- (c) any electronic machine, device or instrument used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning.

##### **2) INSURED PROPERTY**

Insured Property is:

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

##### **3) ACCIDENT**

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

Accident does not mean:

- (i) depletion, deterioration, corrosion or erosion of material;
- (ii) wear and tear;
- (iii) vibration or misalignment;
- (iv) the functioning of any safety device or protective device; nor
- (v) the failure of a structure or foundation supporting the equipment or a part of the equipment.

##### **4) ONE ACCIDENT**

If either the Accident of Insured Equipment causes an Accident of other Insured Equipment or a series of Accidents occur at the same time as a result of the same cause, they will all be considered as One Accident

**5) HAZARDOUS SUBSTANCES**

A Hazardous Substance is:

- (i) any pollutant, contaminant or other substance declared by a governmental authority to be hazardous to health or the environment; or
- (ii) any Fungi or Spores or toxins created or produced by or emanating from such fungi or spores whether or not allergenic, pathogenic or toxigenic.

As used herein Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, bacteria or wet or dry rot, 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.

As used herein Spores includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any Fungi.

**6) DATA**

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

**7) MEDIA**

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



Commercial Property Endorsement – Property & Business Interruption Enhancements

Summary

Section	Item No.	Coverage	Limit of Insurance
<b>A</b>		<b>Property Extensions</b>	
	1	Accounts Receivable	\$100,000
	2	Arson Reward	\$10,000
	3	Automatic Fire Suppression System Recharge Expense	\$25,000
	4	Blanket Glass	Included
	5	Brands & Labels	\$100,000
	6	Broad Form Consequential Loss	Included
	7	Building By-Laws	Included
	8	Building Damage by Burglary	\$50,000
	9	Computer Systems	
		Computer Equipment	\$50,000
		Computer Media	\$25,000
		Computer Equipment Breakdown Extension	\$25,000
		Transfer Between Locations	\$25,000
		Temporary Locations & Transit Extension	\$10,000
	10	Cost to Prepare Proof of Loss	\$10,000
	11	Deferred Sales	\$25,000
	12	Expediting Expenses	\$30,000
	13	Extra Expense	\$50,000
	14	Fine Arts	\$50,000
	15	Fire Department Service Charges	\$50,000
	16	Growing Plants	
		(a) Outside of building (excluding Green Roof exposure)	\$25,000
	17	Home Office Extension	\$25,000
	18	Inflation Protection	Included
	19	Master Key	\$15,000
	20	Peak Season	25% of Contents limit
	21	Personal Property of Officers & Employees	Included
	22	Professional Fees	\$50,000
	23	Property Loaned, Rented or Leased	\$30,000
	24	Replacement Cost	Included
	25	Roadways, Walkways, Parking Lots	\$50,000
	26	Stated Amount – Waiver of Coinsurance	Included*
	27	Tenant's Leasehold Interest	\$50,000
	28	Valuable Papers and Records	\$50,000

<b>B</b>	<b>Catch-all Clause</b>	<b>\$50,000</b>	
<b>C</b>	<b>Business Interruption Extensions</b>		
	1 Limited Contingent Loss of Income – Neighbouring Premises		\$25,000
	2 Limited Contingent Loss of Income-Contributing/Recipient Property		\$25,000
	3 Off-Premises Service Interruption		\$100,000

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**Applicable to Coverage A. Property Extensions, Coverage B. Catch-All Clause and Coverage C. Business Interruption Extensions only:**

The Coverages and Limits of Insurance shown under Coverage A and C in the Summary of Coverage Extensions in this Form only apply if Commercial Building and Contents Broad Form is insured, as stated on the "declarations page(s)".

**\* Applicable to Coverage A. Item No. 26 – Stated Amount – Waiver of Co-Insurance only:**

Item 26 – Stated Amount – Waiver of Co-Insurance is only included if a Statement of Values signed by the Insured is on file with the Insurer, and if Commercial Building and Contents Broad Form is insured, as stated on the "declarations page(s)".

## A. PROPERTY EXTENSIONS

The following extensions are subject to all terms, conditions and provisions applicable to the Commercial Building and Contents Broad Form unless stated otherwise. In addition, the extensions are subject to the Limits of Insurance specified in the Summary of Coverage Extensions in this Form or the limit of insurance specified on the "declarations page(s)", whichever is greater. Each limit shown is in addition to the limit of insurance for the "building", "equipment", "stock", "contents of every description" or "property of every description" unless indicated to the contrary in this endorsement. In the event that coverage provided under any extension is more specifically and separately insured elsewhere in this policy, then the relevant extension under this Form shall not apply.

Section 5. COINSURANCE in Commercial Building and Contents Broad Form does not apply to the extensions in this Section A. PROPERTY EXTENSIONS unless otherwise indicated in this Form.

### ITEM 1 ACCOUNTS RECEIVABLE

#### Subject of Insurance

This Form insures:

- (a) All sums due the Insured from customers, provided the Insured is unable to effect collection of unpaid balances or accounts as a direct result of loss or damage to records of accounts receivable;
- (b) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectable by such loss or damage;
- (c) Collection expense in excess of normal collection cost and made necessary because of such loss or damage;
- (d) Other expenses, while reasonably incurred by the insured in re-establishing records of accounts receivable following such loss or damage.

#### Location of Accounts Receivable

This insurance applies while the insured records are contained in the Insured's "premises" specified in the "declarations page(s)".

#### Insured Perils

This form insures against all risks of direct loss or damage to the Insured's records of accounts receivable.

#### Excluded Perils

In addition to the exclusions contained in the Commercial Building and Contents Broad Form, the Insurer shall not be liable for loss or damage:

- (a) due to any fraudulent, dishonest or criminal act by any Insured, a partner, officer, director or trustee of the Insured, while working or otherwise and whether acting alone or in collusion with others;
- (b) due to bookkeeping, accounting or billing errors or omissions;
- (c) the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation. This shall not preclude the use of such procedures in support of claim for loss which the Insured can prove, through evidence wholly apart there from, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder;
- (d) due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining, or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

#### Removal

Such insurance as is afforded by this Form applies while the records of accounts receivable are being removed to and while at a place of safety because of imminent danger of loss or damage and while being returned from such place, provided the Insured gives written notice to the Insurer of such removal within ten (10) days of the removal.

### **Inspection and Audit**

The Insurer shall be permitted to inspect the “premises” and the receptacles in which the records of accounts receivable are kept by the Insured, and to examine and audit the Insured’s books and records at any time during the policy period and any extension in policy period and within three (3) years after the final termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance, and to verify the statements of any outstanding records of accounts receivable submitted by the Insured and the amount of recoveries of accounts receivable on which the Insurer has made any settlement.

### **Recoveries**

After payment of loss all amounts recovered by the Insured of accounts receivable for which the Insured has been indemnified shall belong and be paid to the Insurer by the Insured up to the total amount of loss paid by the Insurer, but all recoveries in excess of such amounts shall belong to the Insured.

### **Basis of Settlement**

When there is proof that a loss covered by this Form has occurred but the Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Insured’s monthly accounts receivable and shall be computed as follows:

- (a) determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- (b) calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the 12 months immediately preceding the month in which the loss occurs, or such part of the year for which the Insured has furnished monthly statements to the Insurer, as compared with such average for the same months of the preceding year;
- (c) the amount determined under (a) above, increased or decreased by the percentage calculated under (b) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
- (d) the amount determined under (c) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

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

### **Other Insurance**

The Insurer is not liable:

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

### **Action Against Insurer**

All adjusted claims shall be paid or made good to the Insured within 30 days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Insurer. No action shall lie against the Insurer unless, as a condition precedent to this policy, there shall have been full compliance with all the terms of this policy, nor at all unless commenced within two (2) years after the discovery by the Insured of the occurrence which gives rise to the loss. If this limitation of time is shorter than that prescribed by any statute controlling the construction of this policy, the shortest permissible statutory

limitation in time shall govern.

## **ITEM 2 ARSON REWARD**

In the event of loss of or damage to insured property, caused by fire which results from an act of arson, the insurance under this Form is extended to indemnify the Insured for a reward paid for information leading to convictions for that act of arson.

## **ITEM 3 AUTOMATIC FIRE SUPPRESSION SYSTEM RECHARGE EXPENSE**

This Form insures any automatic fire suppression system recharge expense (including system inspection expenses) incurred by the Insured due to the leakage or discharge of the fire suppressant within any automatic fire suppression system at the "premises" of the Insured where such discharge or leakage is caused by or results from an insured peril under this form.

Coverage under this extension may also be applied to the cost incurred during the policy period of upgrading any fire suppression system following loss or damage arising out of a fire to which this Form otherwise applies, and that caused such fire suppression system to discharge.

## **ITEM 4 BLANKET GLASS**

The Insurer will indemnify the Insured for all risk of direct physical loss or damage to exterior glass, interior glass set in frames, sashes or bars, or vitrolite and lettering, ornamentation or attached tape or foil at the "premises".

Such insurance shall also include the expense of boarding up damaged openings or installing temporary plates.

### **Additional Terms and Conditions**

The Insurer shall not be liable under this extension for:

- (a) Loss or damage caused by fire in the Insured's "premises";
- (b) The cost of removing or replacing any fixtures or other obstructions to the replacement of the glass;
- (c) Stained glass or leaded glass.

This extension does not increase the limit(s) of insurance under this policy.

This extension of coverage is subject to a \$500 deductible or the deductible specified on the "declarations page(s)" whichever is the lesser.

## **ITEM 5 BRANDS AND LABELS**

In case of loss or damage to property bearing a brand or trademark, or the sale of which in any way carries or implies the guarantee of the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal and re-identifying such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession and control of all damaged "stock" after suitable tests have indicated what "stock" has been damaged.

## **ITEM 6 BROAD FORM CONSEQUENTIAL LOSS**

Insurance is extended to cover loss on the "premises" due to:

- (a) Physical loss of or damage to "building" or "equipment", including supply or transmission lines and pipes and their connections furnishing "services". The physical loss or damage must directly result from an insured peril.

The part of the "building" or of the "equipment" that sustains loss or damage must be used for refrigerating, cooling, humidifying, dehumidifying, heating or for generating or converting power.

- (b) Interruption to the supply of “services” to the “premises”. The interruption must be caused by physical loss of or damage to apparatus that generates or supplies such “services” to the “premises”. The physical loss or damage must directly result from an insured peril.

This coverage does not cover loss or damage resulting from partial or total interruption to the supply of “services” arising from:

- (i) loss of or damage to any electrical transmission lines or distribution lines or their supporting structures, except for those located on the “premises”;
- (ii) lack of sufficient capacity; or
- (iii) intentional reduction in supply.

#### **Additional Definitions**

“Services” means electricity, water, gas or steam.

### **ITEM 7 BUILDING BY-LAWS**

#### **1. Indemnity Agreement**

This insurance is, without increasing the amount of insurance, and only as a result of an insured peril, extended to indemnify the Insured for:

- (a) loss occasioned by the demolition of any undamaged portion of the “building”;
- (b) the cost of demolishing and clearing the site of any undamaged portion of the “building”;
- (c) any increase in the cost of repairing, replacing, constructing or reconstructing the “building” on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy;

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

- (i) regulates zoning or the demolition, repair or construction of damaged “buildings” and
- (ii) is in force at the time of loss or damage.

#### **2 Exclusions**

**This extension does not insure against:**

- (a) the enforcement of any by-law, regulation, ordinance or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
- (b) direct or indirect loss, damage, cost or expense, arising out of “clean-up” resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”;
- (c) direct or indirect loss, damage, 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”; or
- (d) the enforcement of any by-law, regulation, ordinance or law which would apply in the absence of a loss.

Section 5. COINSURANCE of Commercial Building and Contents Broad Form does apply to this extension.

### **ITEM 8 BUILDING DAMAGE BY BURGLARY**

Where the Insured is not the owner of the “building” included in the “premises, this Form is extended to insure that part of the “building” occupied by the Insured and directly resulting from actual or attempted burglary and from vandalism or malicious acts committed on the same occasion as burglary (excluding damages by fire), provided the Insured is liable for such damage to the “building”.

### **ITEM 9 COMPUTER SYSTEMS**

Coverage under this endorsement applies only to “computer equipment” including component parts

owned by the Insured or leased or under the control of the Insured and “computer media”.

#### **Computer Equipment Breakdown Extension**

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

- (a) mechanical failure, faulty construction or error in design;
- (b) short circuit, blow-out or other electrical disturbance, other than lightning within electrical apparatus; or
- (c) “computer media” failure or breakdown or malfunction of “computer equipment” including component parts when said “computer media” is being run through the equipment.

Each claim for loss or damage under the Computer Equipment Breakdown Extension shall be adjusted separately and the deductible amount specified on the “declarations page(s)” shall be deducted from the amount of each such adjusted claim.

#### **Additional Exclusion**

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

#### **Special Basis of Settlement**

If the valuation basis on the “declarations page(s)” is specified as Replacement Cost and in the event that new property of like kind and quality is not obtainable, new “computer equipment” which is the closest technological equivalent and is as similar as possible to the property damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this condition.

#### **Transfer between Locations Extension**

Coverage is extended to insure “computer equipment” and “computer media” covered under this Form which has been transferred to any location owned, leased or operated by the Insured on the condition that the Insured shall notify the Insurer within 60 days of such transfer. The Insurer shall not be liable under this extension for more than \$25,000. This extension shall not apply to laptop or notebook computers.

This extension shall not increase the limit of insurance specified in the “declaration page(s)”.

#### **Temporary Locations and Transit Extension**

Coverage is extended to include “computer equipment” and “computer media” while in transit or in temporary locations anywhere in Canada or the United States of America (including its territories and possessions). The Insurer shall not be liable under this extension for more than \$10,000.

#### **Additional Definitions**

Wherever used in this form:

“Computer equipment” means electronic equipment used for data storage and word processing.

“Computer media” means all forms of converted data and any material on which data or information are recorded, including but not limited to tapes, hard drives or discs. “Computer media” does not mean such property already sold or that is held for sale or for distribution.

#### **ITEM 10 COST TO PREPARE PROOF OF LOSS**

Except to the extent that coverage is provided by Item 22 Professional Fees Extension, the insurance under this Form is extended to pay on behalf of the Insured for reasonable costs incurred in the preparation of any Proof of Loss form required by the Insurer in connection with any claim made under this policy.

#### ITEM 11 DEFERRED SALES

In the event that insured property, sold by the Insured under conditional sale or instalment or deferred payment plan, is lost or damaged by an insured peril prior to the Insured's receiving complete payment, the insurance under this Form is extended to insure the Insured's interest in such lost or damaged property while in transit to or following delivery to the purchaser. The Insurer shall not be liable, under this Extension for loss arising out of default by the purchaser, under any such conditional sale or instalment or deferred payment plan.

#### ITEM 12 EXPEDITING EXPENSES

In the event of loss of or damage to insured property, the insurance under this Form is extended to insure the extra cost to make reasonable temporary repairs, or to expedite reasonable permanent repairs and to expedite permanent replacement of the lost or damaged property.

#### ITEM 13 EXTRA EXPENSE

This Form is extended to include the necessary "extra expense" incurred by the Insured in order to continue as nearly as practicable the "normal" conduct of the Insured's business following direct physical loss or direct physical damage by the insured perils to the "building" or "contents of every description" insured under this policy, commencing with the date of the loss and not limited by the date of expiration of this policy, as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the described "building" or "contents of every description" as may be destroyed or damaged.

##### Additional Definitions

"Extra expense" means the excess (if any) of the total cost (during the period of restoration for the purpose of continuing the Insured's business) over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred, including the expense of using other property or facilities of other concerns, or other similar necessary emergency expenses, as well as extra expense incurred in obtaining property for temporary use during such period of restoration and necessarily required for the conduct of the Insured's business. "Extra expense" does not include:

- (a) loss of income or any expense in excess of that necessary to continue, as nearly as practicable, "normal" conduct of the Insured's business;
- (b) the cost of repairing or replacing any of the damaged insured property, except cost in excess of "normal" cost of such repairs or replacements, necessarily incurred for the purpose of reducing the total amount of "extra expense".

"Normal" means the condition that would have existed had no loss occurred.

#### ITEM 14 FINE ARTS

This extension insures fine arts, including paintings, etchings, pictures, tapestries and other bona fide works of arts such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac, of rarity, historical value or artistic merit, the property of the Insured or the property of others for which the Insured may be liable, while at the "premises" described in the "declarations page(s)".

##### Additional Exclusions

This Form does not insure:

- (a) breakage of glassware, statues, marbles, bric-a-brac, porcelains and other fragile articles unless caused by fire, lightning, earthquake, explosion, falling object striking the exterior of a building, flood, impact by aircraft or land vehicle, riot, vandalism or malicious acts, windstorm or hail, or by accident to land, water or air conveyances, or by theft or attempted theft ;



- (b) loss caused by the neglect of the Insured to use all reasonable means to save and preserve the property at and after any loss insured under this Form ;
- (c) "stock" of the Insured.

### **Replacement**

The Insurer instead of making payment may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within 30 days after receipt of the proofs of loss.

### **Limit of Liability**

The limit of the Insurer's liability for loss shall not exceed, the Limit of Insurance specified on the Summary of Coverage Extensions in this Form, or as specified on the "declarations page(s)" whichever is greater, subject to a maximum value and amount of insurance per item not to exceed \$5,000.

### **ITEM 15 FIRE DEPARTMENT SERVICE CHARGES**

The insurance under this Form is extended to insure the Insured's liability assumed by contract or agreement, prior to a loss, for fire department service charges when a fire department is called to save or protect the insured property from an insured peril.

### **ITEM 16 GROWING PLANTS**

The insurance under this Form is extended to insure:

- (a) loss of or damage to growing plants, trees, shrubs or flowers, outside of a "building" (excluding such building's roof) including debris removal expenses;

This extension does not insure against loss or damage to the "building" or "property of every description" arising out of vegetation, when such vegetation or plant materials form part of a "green roof".

This extension replaces EXTENSIONS OF COVERAGE 8. (c) of the Commercial Building and Contents Broad Form.

### **ITEM 17 HOME OFFICE EXTENSION**

The insurance under this Form is extended to insure "contents of every description" while such property is away from the "premises" and is at an office in the home of the Insured or at an office in the home of an Insured's employee.

### **ITEM 18 INFLATION PROTECTION**

- 1 The amount of insurance applicable to:
  - (a) "building(s)" shall be increased during the policy period with reference to an amount attributable to non-residential building construction price inflation since the last "premium due date";
  - (b) "property of every description", if this insures solely "building(s)" shall be increased during the policy period with reference to an amount attributable to non-residential building construction price inflation since the last "premium due date";
- 2 At the "premium due date" the amount of insurance to "building(s)", and "property of every description" shall be increased automatically with reference to an amount attributable to information and the appropriate premium charged.
- 3 If the amount of insurance applicable to "building(s)" and "property of every description" is changed at the request of the Insured during the policy period, the effective date of this extension is deemed to coincide with the effective date of such change.

### **Definition**

"Premium due date" means the inception, renewal or anniversary date of the policy.

Section 5. COINSURANCE of the Commercial Building and Contents Broad Form does apply to this extension.

#### **ITEM 19 MASTER KEY**

The Insurer will cover the cost of replacing and/or re-adjusting locks following a loss or damage due to an insured peril, to a master key that controls all doors at the location(s) listed on the "declarations page(s)".

#### **ITEM 20 PEAK SEASON**

The limit of liability for property insured under this Policy shall be automatically increased by 25% to provide for seasonal variations in "stock", or if there is no amount shown for "stock" on the "declarations page(s)", the amount of "stock" included in the limit of insurance applicable to "contents of every description" or "property of every description".

However, this increase shall not apply unless the limit of liability applicable to "stock" is 100% or more of the Insured's average monthly values for "stock" for the 12 months immediately preceding the latest effective date (inception or renewal), or in the event the Insured has been in business for less than 12 months, such shorter period of time.

#### **ITEM 21 PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES**

DEFINITIONS Section 21.(f) i. of Commercial Building and Contents Broad Form is amended to read as follows:

- (f) "Equipment" means:
- i. generally all contents usual to the Insured's business, including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances, other than "building" or "stock".  
"Equipment" also includes, at the option of the Insured, personal property of officers and employees of the Insured or others not otherwise excluded;

#### **ITEM 22 PROFESSIONAL FEES**

The Insurer will pay reasonable fees to auditors, accountants, architects, lawyers, surveyors, engineers or other professional consultants for producing and certifying particulars or details of the Insured's business required by the Insurer in order to arrive at the amount of the loss payable under this policy in the event of a claim. This extension only applies to fees incurred in establishing the quantum of a loss, liability for which is otherwise accepted by the Insurer.

#### **ITEM 23 PROPERTY LOANED, RENTED OR LEASED**

EXCLUDED PROPERTY 7.A. (j) of the Commercial Building and Contents Broad Form is amended to read as follows:

This form does not insure loss of or damage to:

- (j) property from the time of leaving the Insured's custody if it is:
- i. loaned or rented or leased to others; or
  - ii. sold by the Insured under conditional sale or instalment payment or other deferred payment plan.

This exclusion (j) does not apply to the first \$30,000 of any loss otherwise insured.

## ITEM 24 REPLACEMENT COST

This section 24 applies only if “replacement cost” is indicated on the “declarations page(s)” as applying.

With respect to “building(s)”, “equipment”, “contents of every description”, and/or “property of every description” at the “premises”, the value of the insured property shall be amended to “replacement cost” subject to the following:

1.
  - (a) “replacement” shall be effected by the Insured with due diligence and dispatch;
  - (b) settlement on a “replacement cost” basis shall be made only when “replacement” has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such “replacement”;
  - (c) any other insurance effected by or on behalf of the Insured in respect of the insured perils under this policy on the property to which this extension is applicable shall be on the basis of “replacement cost”;
  - (d) failing compliance by the Insured with any of the above provisions, settlement shall be made as if this extension had not been in effect.
2. Any coinsurance calculation shall be based on a valuation of “replacement cost”.

### 3. Exclusions

This extension does not apply to:

- (a) “stock”;
- (b) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac or other articles of art, rarity or antiquity;
- (c) business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs);

### 4. Definitions:

- (a) “replacement” includes repair, construction or re-construction with new property; and
- (b) “replacement cost” means whichever is the least of the cost of replacing, repairing, constructing or reconstructing the property with new property without deduction for depreciation.

Section 5. COINSURANCE of the Commercial Building and Contents Broad Form does apply to this extension.

This extension of coverage does not increase the limit of insurance shown on the “declarations page(s)” applicable to “building”, “equipment”, “stock”, “contents of every description” or “property of every description”.

## ITEM 25 ROADWAYS, WALKWAYS, PARKING LOTS

Loss or damage to roadways, walkways, parking lots or other exterior paved surfaces located on the “premises” specified in the “declarations page(s)” are covered.

This extension replaces coverage for the same property that is insured elsewhere under this policy.

## ITEM 26 STATED AMOUNT WAIVER OF COINSURANCE

1. Section 5. COINSURANCE of Commercial Building and Contents Broad Form is deleted, provided that:
  - (a) a Statement of Values attested by the Insured is filed with the Insurer; and
  - (b) the amount of insurance is not less than the amount for that item shown on the signed Statement of Values.
2. The signed Statement of Values must be completed by the Insured, and filed with the Insurer each year. If the Insured fails to file a new Statement of Values within 60 days of the effective date of each policy period, the terms and conditions of the Coinsurance Clause referred to in the applicable form shall then apply.

This extension of coverage does not increase the limit of insurance shown on the “declarations page(s)” applicable to “building”, “equipment”, “stock”, “contents of every description” or “property of every description”.

#### **ITEM 27 TENANT’S LEASEHOLD INTEREST**

If, as a result of insured loss or damage, the landlord terminates the lease (in full accordance with the conditions of that lease), then the Insurer will pay the difference between any higher current rental value and the values stipulated in the current lease, however the Insurer shall not be liable, in any one loss occurrence, for more than:

- (a) the actual loss sustained by the insured; or
- (b) The Limit of Insurance shown in the Summary of Coverage Extensions for this Form, whichever is the lesser amount.

#### **ITEM 28 VALUABLE PAPERS AND RECORDS**

##### **Property Covered**

This Form insures against all risks of direct physical loss of or damage to “valuable papers and records” provided the insurance applies only to the interest of the Insured in such property, including the Insured’s liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the Insured’s proof of loss.

##### **Location of Valuable Papers and Records**

This insurance applies while the insured records are contained in the Insured’s “premises” specified in the “declarations page(s)”.

Such insurance as is afforded by this Form also applies while the “valuable papers and records” are being conveyed outside the “premises” and while temporarily within other premises, except for storage, provided the Insurer’s liability for such loss or damage shall not exceed \$5,000.

##### **Additional Exclusions**

This extension does not apply:

- (a) to loss or damage to any property while being actually worked upon and where loss or damage is due to such work, unless fire or explosion ensues and then only for direct loss or damage caused by such ensuing fire or explosion;
- (b) to loss of property held as samples or for sale or for delivery aftersale;
- (c) to loss directly resulting from errors or omissions in processing or copying unless fire or explosion ensues and then only for direct loss caused by such ensuing fire or explosion;
- (d) to loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning.
- (e) to loss or damage resulting from loss of use of the property insured or loss of sums due to the Insured which the Insured is unable to collect because of loss of or destruction or damage to the property insured.

##### **Basis of Settlement**

The limit of the Insurer’s liability for loss shall not exceed the actual cash value of the property at time of loss, nor what it would then cost to repair or replace the property with other of like kind and quality.

The Insurer may pay for the loss in money, or may repair or replace the property and may settle any claim for loss of the property either with the Insured or the owner of the property. Any property so paid for or replaced shall become the property of the Insurer. The Insured or the Insurer, upon recovery of any such property, shall give notice of such recovery as soon as practicable to the other and the Insured shall be entitled to the property upon reimbursing the Insurer for the amount so paid or the cost of replacement. Application of the insurance to property of more than one person shall not operate to increase the

applicable limit of insurance.

**Definition:**

“Valuable papers and records” means written, printed or otherwise inscribed documents and records, including books, maps, films, electronic recordings (excluding programs and instructions used in your data processing operations), drawings, abstracts, deeds, mortgages and manuscripts, but excluding money or securities.

**B. CATCH-ALL CLAUSE**

In the event of a claim being made under any extension specified under Section A of this Form, (except as specified in this section), and following the application of all terms, deductibles, and conditions applicable to the extension of this Form under which claim is made: If the limit of liability is insufficient to fully indemnify the Insured for loss or damage, then the insurance under this Form is extended to provide additional coverage, in excess of any such adjusted claim. In no event shall the Insurer be liable, in any one loss occurrence, for more than:

- a. the difference between the amount payable, under the adjusted claim(s), and the amount required to fully indemnify the Insured; or
  - b. \$50,000;
- whichever is the lesser amount.

In the event that coverage provided under any extension is more specifically and separately insured elsewhere in this policy, then the relevant extension under Section A shall not be eligible for the benefits of this Catch-All Clause.

In no event shall this Catch-All Clause apply to claims for loss or damage under Section A as follows::  
Item 6 Broad Form Consequential Loss;  
Item 24 Replacement Cost.

This Catch-All Clause (without increasing the maximum limit of liability as specified above for this Section B. may be applied to either one or two other extensions in any one loss occurrence. In the event that claim is made under this Catch-All Clause, the Insured shall select which other eligible extension or which two other eligible extensions shall receive the benefit of this Catch-All Clause.

**C. BUSINESS INTERRUPTION EXTENSIONS**

The following extensions in this Section C. BUSINESS INTERRUPTION EXTENSIONS are subject to all terms, conditions, stipulations and provisions applicable to Business Interruption and the Limit of Insurance specified on the Summary of Coverage Extensions in this Form. The form of Business Interruption Coverage (Profits Actual Loss Sustained Form) will be determined by the coverage applicable at the main location stated on the “declarations page(s)” under this policy. The Limit of Insurance for each extension is an annual aggregate amount.

**ITEM 1 LIMITED CONTINGENT LOSS OF INCOME – NEIGHBOURING PREMISES**

This Extension insures against loss resulting from interruption of or interference with the business in consequence of direct physical loss or direct physical damage by the insured perils to property in neighbouring premises to the Insured that shall prevent or hinder the use of or access to the "premises" of the Insured, whether the Insured's “premises” or property shall be damaged or not.

**ITEM 2 LIMITED CONTINGENT LOSS OF INCOME – CONTRIBUTING/RECIPIENT PROPERTY**

This Extension insures against loss resulting from the necessary interruption of or interference with the

business carried on by the insured caused by direct physical loss or direct physical damage by the insured perils occurring during the term of the policy to “building(s)”, “equipment”, “stock”, “contents of every description” or “property of every description”:

- (a) at a recipient property(ies), being property to which the insured’s products are being shipped, which wholly or partially prevents the acceptance of products produced or sold by the Insured; or
- (b) at a contributing property(ies), being a supplier(s) of materials to the Insured, which wholly or partially prevents the delivery of materials to the Insured; or
- (c) at the premises of the provider of internet services to the Insured, which wholly prevents the transmission of data.

**Additional Exclusion**

The Insurer shall not be liable under this Item for loss due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature.

**ITEM 3 OFF-PREMISES SERVICE INTERRUPTION**

Business Interruption coverage provided by this policy is extended to include loss arising from the interruption of business resulting from the direct physical loss of or damage to property that is not on the insured “premises”, by an insured peril. Such property must be used to generate or supply “services” to the premises.

This coverage only applies to loss, as insured by the Business Interruption coverage provided by this policy, due to “service interruption”.

This coverage does not cover loss, as insured by the Business Interruption coverage provided by this policy, during the first 24 consecutive hours of loss of “services” or directly or indirectly arising from:

- (i) loss or reduction of “services” due to lack of sufficient capacity; or
- (ii) an intentional reduction in the supply of “services”.

**Additional Definitions**

“Services” means electricity, water, gas or steam;

“Service interruption” means loss of “services” for a period exceeding 24 consecutive hours.

## Earthquake Shock Endorsement

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This endorsement modifies insurance provided under the following:

Commercial Building and Contents Broad Form

### 1. Insured Peril

This insurance is extended to include "earthquake".

### 2. Deductible

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

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

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

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

### 3. Exclusions

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

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

### 4. Extension of Coverage

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

### 5. Definitions

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

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

## Flood Endorsement

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This endorsement modifies insurance provided under the following:

Commercial Building and Contents Broad Form

### 1. Insured Peril

This insurance is extended to include "flood".

### 2. Deductible

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

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

### 3. Exclusions

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

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

### 4. Extension of Coverage

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

### 5. Definitions

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

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



## Sewer Backup Extension

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This endorsement modifies insurance provided under the following:

Commercial Building and Contents Broad Form

### 1. Insured Peril

This insurance is extended to include “sewer back up”.

### 2. Deductible

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

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

### 3. Limit of Insurance

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

### 4. Definition

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

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

**Comprehensive Dishonesty, Destruction, Disappearance, and Forgery**

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**WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN THE DEFINITIONS SECTION OF THIS FORM.**

**1. INSURING AGREEMENTS**

Subject to the provisions of this policy and only provided that an amount of insurance is shown in the Declaration Page(s) for this policy opposite the categories as listed in the Insuring Agreements below, the Insurer agrees to pay the Insured for:

**Insuring Agreement I**

**Employee Dishonesty Coverage - Form A (Commercial Blanket Bond)**

“Loss” of “money”, “securities” and other property which the Insured shall sustain, to an amount not exceeding in the aggregate the amount stated in the Declaration Page(s) applicable to this Insuring Agreement I, resulting directly from one or more “fraudulent or dishonest acts” committed by an “employee”, acting alone or in collusion with others.

**Insuring Agreement II**

**Loss Inside The Premises Coverage - Broad Form**

- (a) “Loss” of “money” and “securities” by the actual destruction, disappearance or wrongful abstraction of such “money” and “securities” within the “premises” or within any “banking premises” or similar recognized places of safe deposit;
- (b) “Loss” of (a) other property by “safe burglary” or “robbery” within the “premises” or attempt thereat, and (b) a locked cash drawer, cash box or cash register by felonious entry into such container within the “premises” or attempt thereat or by felonious abstraction of such container from within the “premises” or attempt thereat;
- (c) Damage to the “premises” by such “safe burglary”, “robbery” or felonious abstraction, or by or following burglarious entry into the “premises” or attempted illegal entry, provided with respect to damage to the “premises” of which the Insured is the owner or for which the Insured is liable.

**Insuring Agreement III**

**Loss Outside The Premises Coverage - Broad Form**

- (a) “Loss” of “money” and “securities” by the actual destruction, disappearance or wrongful abstraction of such “money” and “securities” 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” or attempted “robbery” outside the “premises” while being conveyed by a “messenger” or any armoured motor vehicle company, or by theft within the living quarters in the home of any “messenger”.

**Insuring Agreement 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.

**Insuring Agreement 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 an agent of the Insured, by anyone impersonating another and made or drawn payable to the one impersonated and endorsed by anyone other than the one 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.

Mechanically reproduced facsimile signatures are treated the same as handwritten 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.

**Insuring Agreement VI  
Credit Card Forgery Coverage**

- (a) “Loss” which the Insured shall sustain through forgery or alteration of, on or in any written instrument required in conjunction with any credit card issued to the Insured or to any partner, officer or “employee” of the Insured or to the Insured’s spouse or any child residing permanently in the residence of the Insured; provided, however, that the Insured shall fully comply with the provisions, conditions and other terms under which such credit card shall have been issued;
- (b) Reasonable attorney’s fees, court costs or similar legal expenses incurred and paid by the Insured in the defence of any suit brought against the Insured to enforce payment on any written instrument specified in the preceding paragraph, alleging that such instrument is forged or altered; provided, however, that such suit shall have resulted from the refusal of the Insured to pay such instrument, that the Insurer shall have given its written consent to the defence of such suit and that the Insured shall have fully complied with the provisions, conditions and other terms under which any credit card, as indicated, shall have been issued. The liability of the Insurer under this Insuring Agreement for such attorney’s fees, court costs or similar legal expenses shall be in addition to any other liability under this Insuring Agreement.

**Insuring Agreement VII  
Securities In Safe Deposit Boxes - Broad Form**

“Loss” of “securities” by the actual destruction, disappearance or wrongful abstraction of such “money” and “securities”:

- (a) from within the Insured’s safe deposit box in a vault within the “banking premises”; or
- (b) while temporarily elsewhere within the “banking premises” and in the course of deposit in or removal from such safe deposit box.

**2. GENERAL AGREEMENTS**

**A. Consolidation – Merger**

If, through consolidation or merger with, or purchase of assets of, some other concern, any person 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 30 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 policy 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 of the Insured shall, for the purposes of Items G., H. and O. of Clause 3, constitute knowledge possessed or discovery made by every Insured.

Cancellation of the insurance under this Form as respects any “employee” as provided in Item O. of Clause 3 shall apply to every Insured. If, prior to the cancellation or termination of this Form, this Form or any Insuring Agreement under this Form is cancelled or terminated as to any Insured, there shall be no liability for any “loss” sustained by such Insured unless discovered within one (1) year from the date of such cancellation or termination or, as respects Insuring Agreement 1, within two (2) years of cancellation or termination date.

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 or VI, 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 A. of Clause 3 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” under this Form had expired; provided:

- (a) the insurance under this General Agreement C shall be a part of and not in addition to the amount of insurance afforded by the applicable Insuring Agreement of this Form;
- (b) 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
- (c) recovery under such Insuring Agreement on account of such “loss” shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been

recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such "loss", if the latter amount be smaller.

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:

- (a) 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;
- (b) at the time of discovery of such "loss", the period for discovery of "loss" under all such prior forgery insurance has expired; and
- (c) 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 under this Form for such "loss" shall not exceed the smaller amount.

### **3. CONDITIONS, EXCLUSIONS, DEFINITIONS AND LIMITATIONS**

#### **A. Policy Period, Territory, Discovery**

"Loss" is covered under this Form only if discovered not later than one (1) year from the end of the policy period. Subject to General Agreement C:

- (a) this Form, except under Insuring Agreements I, V and VI applies only to "loss" which occurs during the policy period within Canada and the United States of America;
- (b) Insuring Agreements I applies 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 in (a) above or while such "employees" are elsewhere for a limited period;
- (c) Insuring Agreements V and VI applies only to "loss" sustained during the policy period.

#### **B. Exclusions**

This policy 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 Agreement I, to "loss" on account of the fraudulent or dishonest signing, issuing, cancelling or non-cancelling of any warehouse receipt or any papers or advices in connection therewith;
- (c) under Insuring Agreement I, to "loss", or that part of any "loss", as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and "loss" computation;
- (d) under Insuring Agreement I, to "loss" sustained by any client of the Insured through "fraudulent or dishonest acts" committed by any of the Insured's "employees" while performing their duties on the "premises" of such client, whether or not the Insured is liable for such "loss";
- (e) under Insuring Agreements II, III, V, VI, & VII 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 (e) does not apply to "safe burglary" or "robbery" or attempted "robbery";
- (f) under Insuring Agreements II, III and VII, 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;
- (g) under Insuring Agreements II, III and VII, to "loss" due to the giving or surrendering of "money" or "securities" in any exchange or purchase;

- (h) under Insuring Agreements II and III, to “loss” due to accounting or arithmetical errors or omissions;
- (i) under Insuring Agreements II and III, to “loss” of manuscripts, books of account or records, except for blank value;
- (j) 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 within the device;
- (k) 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
  - (1) the Insured’s contract with the armoured motor vehicle company, (2) the insurance carried by the armoured motor vehicle company for the benefit of users of its service, and (3) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of the armoured motor vehicle company’s service, and then this Form shall cover only such excess;
- (l) under Insuring Agreements II, III and VII, to “loss” due to any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (m) under Insuring Agreement II, to “loss”, other than to “money”, “securities” and 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;
- (n) to potential income, including but not limited to interest and dividends, not realized by the Insured because of a “loss” covered under this Form;
- (o) to all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a “loss” covered under this Form;
- (p) to all costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of “loss” covered under this Form;
- (q) except as may be specifically stated to the contrary in this Form or any applicable endorsement, 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;
- (r) under Insuring Agreement III, to “loss” due to the surrender of “money”, “securities” or other property away from the “premises” as a result of a threat to do (1) bodily harm to the Insured or any other person, or (2) damage to the “premises” or property owned by the Insured or held by the Insured in any capacity; provided that this exclusion shall not apply 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;
- (s) under Insuring Agreements II and VII, to “loss” of insured property which has been transferred by any computer to a person or to a place outside the “premises” on the basis of unauthorised instructions;
- (t) under Insuring Agreement VII, to “loss” of “securities” held by the Depository as collateral or held by the Depository in trust for more than 30 days;
- (u) under Insuring Agreement VII, to “loss” of “securities” owned by the Depository.

### C. Definitions

As used in this Form:

“Banking premises” means, the interior of that portion of any building which is occupied by a banking institution in conducting its business or a similar safe depository.

“Custodian” means the Insured or a partner of the Insured or any “employee” who is duly authorised by the Insured to have the care and custody of insured property within the “premises”, excluding any person while acting as a watchman, porter or janitor.

“Employee(s)” means, any natural person (other than 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 including persons hired through an intervening employment agency or employer during the policy period and whom the Insured compensates 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 Agreement I, the above words “while in the regular service of the Insured” shall include the first 30 days thereafter; subject however to Items O. and P. of Clause 3.

“Fraudulent or Dishonest Acts” means fraudulent or dishonest acts committed by such “employee” with manifest intent:

- (a) to cause the Insured to sustain such “loss”; and
- (b) to obtain financial benefit for the “employee”, or for any other person or organization intended by the “employee” to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other “employee” benefits earned in the normal course of employment.

“Loss”, except under Insuring Agreements I, V and VI, includes damage.

“Messenger” means the Insured or a partner of the Insured or any “employee” who is duly authorised by the Insured to have the care and custody of insured property outside the “premises”.

“Money” means currency, coins, bank notes and bullion; and travellers’ cheques, register cheques and money orders held for sale to the public.

“Premises” means the interior portion of that portion of any building which is occupied by the Insured in conducting its business. With respect to “robbery” only, the “premises” shall include the space immediately surrounding such building.

“Robbery” means the taking of insured property (1) by violence inflicted upon a “messenger” or “custodian”; (2) by putting that person in fear of violence; (3) by any other overt felonious act committed in that person's presence and of which that person was actually cognisant, provided such other act is not committed by a partner or “employee” of the Insured, (4) from the person or direct care and custody of a “messenger” or “custodian”, who has been killed or rendered unconscious, or (5) under Insuring Agreement II: (i) 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 that person with means of ingress into the “premises”; or (ii) from a showcase or show window within the “premises” while regularly open for business, by a person who has broken the glass thereof from outside the “premises”.

“Safe Burglary” means, (1) the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination 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 of the safe thereof are duly closed and locked by all combination 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 (i) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (ii) 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, or (2) the felonious abstraction of such safe from within the “premises”, or (3) with respect to Insuring Agreement VII, the felonious abstraction of insured property from within the Insured's safe deposit box in a vault by a person making felonious entry into such safe deposit box and also such safe and vault doors are duly closed and locked, 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 the safe.

“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. Loss Cause 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, provided that the evidence submitted reasonably proves that the "loss" was in fact due to the fraud or dishonesty of one or more of the said "employees", and provided, further, that the aggregate liability of the Insurer for any such "loss" shall not exceed the limit of liability applicable to Insuring Agreement I.

**E. 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" under this Form 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 said property unless included in the Insured's proof of "loss", in which event the third paragraph of Item H. is applicable to them.

**F. Books and Records**

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

**G. Prior Fraud, Dishonesty Or Cancellation**

The coverage of Insuring Agreement I shall not apply to any "employee" from and after the time that the Insured or any partner or officer of the Insured 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 policy, any fidelity insurance in favour of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's "employees" shall have been cancelled as to any 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 Agreement I.

**H. Loss - Notice - Proof - Action Against Insurer**

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 of the "loss" as soon as practicable to the Insurer or any of its authorised agents and, except under Insuring Agreements I, V and VI, also to the police, if the "loss" is due to a violation of the law; (b) file detailed proof of "loss", duly sworn to, with the Insurer within four (4) months after the discovery of "loss".

Proof of "loss" under Insuring Agreements V and VI 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 of proof of loss.

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 co-operate with the Insurer in all matters pertaining to "loss" or claims with respect to the "loss".

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 90 days after the required proofs of loss have been filed with the Insurer, nor at all unless commenced within two (2) years from the date when the Insured discovers the "loss". If any limitation of time for notice of "loss" or any legal proceeding, 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 stated under this Form.

#### **I. Valuation - Payment – Replacement**

In no event shall the Insurer be liable as respects “securities” for more than the actual cash value of the “securities” 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 of the “securities” 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 at legal rates.

The Insurer may, with the consent of the Insured, settle any claim for “loss” of property with the owner of the property. 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 of repairing such “premises” or property or of replacing same with property 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 shall be determined by arbitration.

#### **J. Recoveries**

If the Insured shall sustain any “loss” covered by this Form which exceeds the applicable amount of insurance under this Form, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Insurer) by whomsoever made, on account of such “loss” under this Form until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Insurer.

#### **K. Limits of Liability**

Payment of “loss” under Insuring Agreements I, V or VI shall not reduce the Insurer’s liability for other losses under the applicable Insuring Agreement whenever sustained.

The Insurer’s total liability (1) under Insuring Agreement I, for all “loss” caused by any “employee” or in which such “employee” is concerned or implicated or (2) under Insuring Agreements V and VI, for all “loss” by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, is limited to the applicable amount of insurance specified in the Declaration Page(s) or endorsements 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 and V, the applicable limit of liability stated in the Declaration Page(s) 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. All “loss” incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the “premises”, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

Regardless of the number of years this 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 Declaration Page(s) shall not be cumulative from year to year or policy period to policy period.

#### **L. Limit of Liability Under This Form and Prior Insurance**

This item shall apply only to Insuring Agreements I, V and VI.

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 D. 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" under this Form 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 under this Form, for any such "loss", if the latter amount be the larger.

**M. Other Insurance**

If there is available to the Insured any other insurance or indemnity covering any "loss" covered by Insuring Agreement I, V or VI, the Insurer shall be liable under this Form 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 or VI shall first be paid under Insuring Agreement V or VI. Any "loss" covered under Insuring Agreements I, V or VI shall first be paid under Insuring Agreement V or VI and the excess, if any, shall be paid under Insuring Agreement I. 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 or VI.

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; provided, the insurance shall not apply (1) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (2) to property otherwise insured unless such property is owned by the Insured.

**N. Subrogation**

In the event of any payment under this Form, the Insurer shall be subrogated to all of 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.

**O. Cancellation as to Any Employee**

Insuring Agreement I shall be deemed cancelled as to any "employee": (1) immediately upon discovery by the Insured, or by any partner or officer of the Insured not in collusion with such "employee", of any "fraudulent or dishonest act" on the part of such "employee"; or (2) at 12:01 A.M. Standard Time at the effective date specified in a written notice mailed to the Insured. Such date shall be not less than 15 days after the date of mailing. The mailing by the Insurer, of notice, to the Insured at the postal address shown in the Declaration Page(s) shall be sufficient proof of notice. Delivery of such written notice by the Insurer shall be equivalent to mailing.

**P. No Benefit to Bailee**

This Item shall apply only to Insuring Agreements II and III.  
The insurance afforded by this Form shall not apply directly or indirectly to the benefit of any carrier or other bailee for hire.

**Q. Assignment**

Assignment of interest under this Form shall not bind the Insurer until its consent is endorsed on this policy, if, however, the Insured shall die, this Form shall cover the Insured's legal representatives as Insured; provided that notice of cancellation addressed to the Insured named in the Declaration Page(s)

and mailed to the postal address shown in the Declaration Page(s) shall be sufficient notice to effect cancellation of this Form.

**R. 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 Form or estop the Insurer from asserting any right under the terms of this Form; nor shall the terms of this Form be waived or changed, except by endorsement issued to form a part of this Form signed by an authorised agent of the Insurer.

**S. Increase or Decrease in Amount of Insurance**

Liability under Insuring Agreement I on account of any "loss" through acts or defaults committed during the periods during which Insuring Agreement I shall have been in the two (2) amounts last mentioned shall not be cumulative; in case there shall have been made more than one change in the amount of Insuring Agreement I, the liability of the Insurer on account of any "loss" through acts or defaults as aforesaid committed during periods during which Insuring Agreement I shall have been in different amounts, or committed during periods during which Insuring Agreement I shall have been in the same amount, or committed partly during periods during which Insuring Agreement I shall have been in different amounts and partly during periods during which Insuring Agreement I shall have been in the same amount, shall not be cumulative.

**T. Deductible**

If a deductible is specified in the Declaration Page(s):

*Insuring Agreement I*

The Insurer shall not be liable under Insuring Agreement I.A on account of "loss" through acts or defaults committed at any time, 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 Insurer on account thereof prior to payment by the Insurer of such "loss", shall be in excess of the dollar amount of deductible as stated in the Declaration Page(s) 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".

*Insuring Agreement II*

The Insurer shall not be liable under Insuring Agreement II.A or II.B on account of any "loss", except to the extent such "loss" is in excess of the dollar amount of deductible as stated in the Declaration Page(s), with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Insurer's liability.

*Insuring Agreement III*

The Insurer shall not be liable under Insuring Agreement III.A or III.B on account of any "loss", except to the extent such "loss" is in excess of the dollar amount of deductible as stated in the Declaration Page(s), with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Insurer's liability.

*Insuring Agreements V or VI*

The Insurer shall not be liable under Insuring Agreements V or VI on account of "loss" through 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, except to the extent such "loss" is in excess of the dollar amount of deductible as stated in the Declaration Page(s), with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Insurer's liability.

**4. CANCELLATION OF FORM OR INSURING AGREEMENT**

(1) This policy may be terminated

- (a) by the Insurer giving to the Insured
    - (i) 30 days written notice of termination by registered mail;
    - (ii) five (5) days written notice of termination personally delivered;
    - (iii) 15 days written notice of termination by registered mail when cancelling for non-payment of premium;
  - (b) by the Named Insured at any time on request.
- (2) Where the policy is terminated by the Insurer, the Insurer will refund the excess of the paid premium for the time the policy has been in force, calculated pro rata.
  - (3) Where the policy is terminated by the Named Insured, the Insurer will refund the excess of the paid premium above the short rate premium for the time the policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, subject to the retention of the minimum premium, if any, provided by the policy.
  - (4) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
  - (5) The 30 days mentioned in clause (a)(i) and the 15 days in clause (a)(iii) of sub-condition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

**Commercial Crime Coverage Enhancement - Computer Fraud & Service Extension**

Unless specifically endorsed on the “Declaration Page(s)”, the limits stated below apply to the coverage, subject to the conditions, exclusions, limitations and definitions of this Form.

**Summary of Coverages**

Item	Coverage	Limit of Insurance
1	Computer Fraud Coverage (i) Insured’s Interest (ii) Customer’s Interest	Aggregate: \$2,500 Per Customer: \$500/ Aggregate: \$2,500
2	Service Extension	Included

Unless specifically endorsed on the “Declaration Page(s)”, the limits stated below apply to the coverage, subject to the deductible shown for the Comprehensive Dishonesty, Disappearance, Destruction and Forgery Form on the “Declaration Page(s)”.

**ITEM 1 – COMPUTER FRAUD COVERAGE**

**(i) Insured’s Interest**

Loss of money, securities and other property to an amount not exceeding in the aggregate the limit stated in the Summary of Coverages applicable to this Item which the Insured shall sustain resulting from theft following and directly related to the use of any computer to fraudulently cause a transfer of money, securities or other property from inside the premises or banking premises to a person (other than an employee, messenger or custodian) outside those premises or to a place outside those premises.

**(ii) Customers’ Interest**

Loss of money and securities to an amount not exceeding in the aggregate the limit stated in the Summary of Coverages applicable to this Item belonging to a customer or customers of the Insured, resulting from theft following and directly related to the use of any computer to fraudulently cause a transfer of money or securities from inside the premises or banking premises to a person (other than an employee, messenger or custodian) outside those premises or to a place outside those premises.

**ITEM 2 – SERVICE EXTENSION**

Attached to and forming part of the Comprehensive Dishonesty, Disappearance, Destruction and Forgery Form Insuring Agreement I:

This extension covers any direct loss or losses which any person or organization, having engaged the services of the Insured, shall sustain with respect to money or other property:

- 1) belonging to such person or organization; or
- 2) in which such person or organization has a pecuniary interest; or
- 3) held in any capacity by such person or organization, whether legally liable or not;

through any fraudulent or dishonest act(s) by the Insured or any of the Insured’s employees, acting alone or in collusion with others, during the period of performance of such services.

## Cyber Event Expense

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### (i) Indemnity Agreement:

We agree to extend the insurance provided by **Commercial Building & Contents Broad Form** to reimburse you for:

- (1) “digital asset expenses” that you incur as the direct result of the corruption, damage, impairment, destruction or deletion of “digital assets” directly caused by a “network security incident” occurring within Canada; and
- (2) “privacy breach response expenses” you incur as a direct result of a “privacy incident” occurring within Canada; provided such “network security incident” and “privacy incident”:
  - (a) first occur during the policy period; and
  - (b) are discovered and reported not later than ninety (90) days following cancellation, termination or expiry of this Policy.

### (ii) Definitions:

Solely with respect to coverage provided by this Extension of Coverage, the following definitions are added:

- (1) “Approved service provider” means a service provider we approve in writing.
- (2) “Computer system” means computer hardware and “software”, located at a “scheduled risk location”, and the “electronic data” stored thereon, as well as associated input and output devices, terminal devices, data storage devices, networking equipment, components, firmware and electronic backup facilities, all located at a “scheduled risk location”, including systems accessible through the internet, intranets, extranets or virtual private networks.
- (3) “Computer violation” means the introduction of a “computer virus” into your “computer system” which directly causes corruption, damage, impairment, destruction or deletion of “software” or “electronic data” stored within your “computer system”.
- (4) “Computer virus” means any unauthorized malicious code which successfully corrupts, impairs or degrades the integrity, quality or performance of your “computer system”.
- (5) “Digital assets” means “electronic data”, “software”, audio files, and image files stored on your “computer system” located at a “scheduled risk location” within Canada. “Digital assets” do not include money, funds, debt, credit, bond, equity instruments, accounts, bills, valuable papers, records, abstracts, deeds, manuscripts, confidential or proprietary marketing or financial information or other documents, except as they have been converted to “electronic data”, and then only in that form.
- (6) “Digital asset expenses” means the reasonable and necessary expenses that you incur to replace or restore “digital assets” from written records or partially or fully matching “electronic data” due to the corruption, damage, impairment, destruction or deletion of such “digital assets” directly caused by a “network security incident”. “Digital asset expenses” do not include:
  - (i) any cost or expenses incurred to maintain, update, upgrade, restore, reinstate, replace, modify or otherwise improve “digital assets” or any of your “computer systems” to a level of functionality beyond that which existed just before the “network security incident” or loss event;
  - (ii) any costs or expenses to correct any deficiencies, identify or remediate “software” errors or vulnerabilities, or costs to update, replace, modify, upgrade, restore, reinstate, maintain or improve any security system or your “computer system”;
  - (iii) any expense incurred to research and develop “digital assets”, including but not limited to trade secrets;
  - (iv) the economic or market value of “digital assets”, including but not limited to trade secrets;
  - (v) loss arising out of liability to any third party, including but not limited to any contractual penalties;
  - (vi) fines, penalties, forfeitures, sanctions, taxes or liquidated damages;
  - (vii) remuneration, salaries, wages, fees, expenses, overhead or employee benefit expenses of you or any of your executive directors, employees or independent contractors; or

- (viii) any other consequential loss or damage.
- (7) “Electronic data” means any data, text, audio, video and images or similar matter, including “personal information” that exists on your “computer system” and that is subject to scheduled back up procedures and security protections and that are necessary for use by you in the ordinary course of the your business operations. “Electronic data” does not include “software”, money, funds, debt, credit, bond, equity instruments, accounts, bills, valuable papers, records, abstracts, deeds, confidential and proprietary marketing and financial information, manuscripts or other documents, except as they have been converted to “electronic data”, and then only in that form.
- (8) “Network security” means the use of hardware, “software”, firmware and written security policies and procedures by you, to protect against “unauthorized access” to or the “unauthorized use” of your “computer system”.
- (9) “Network security incident” means any “unauthorized access” to, “unauthorized use” of, or “computer violation” of your “computer system”, that directly results in the corruption or deletion of “digital assets”.  
Any two or more related “network security incidents” based upon, arising out of or in any way involving or resulting from, either directly or indirectly, in whole or in part, in consequence of, or in any way involving the same, similar or related acts, errors, omissions, facts, circumstances, situations, transactions, decisions or events will be considered to have contributed, caused, resulted in and be the basis for a single loss.
- (10) “Personal information” means information about an identifiable individual.
- (11) “Privacy breach response expenses” means only the following reasonable and necessary fees, costs, charges and expenses you incur, with our prior written consent, for services recommended and provided to you by an “approved service provider” which can be directly attributed to a “privacy incident”:
- (i) fees, costs and expenses to determine the persons whose “personal information” was accessed or acquired without their authorization;
  - (ii) fees, costs and expenses to develop documents or materials to notify the persons whose “personal information” was accessed or acquired without their authorization;
  - (iii) costs of mailings or other communications required to notify the persons whose “personal information” was accessed or acquired without their authorization;
  - (iv) costs to procure one (1) year of identity monitoring services, call centre and identity restoration services for individuals affected by such “privacy incident”;
  - (v) fees, costs and expenses to plan, implement, execute and manage a public relations campaign to mitigate any actual or potential negative publicity resulting from such “privacy incident”; and
  - (vi) costs to comply with any “security breach notification law”.
- “Privacy breach response expenses” do not include:
- (a) costs to determine the scope of, or whether any, “privacy incident” has occurred;
  - (b) fees, costs or expenses you incur to comply with any law or regulation;
  - (c) taxes, fines, penalties, forfeitures, sanctions, or liquidated damages;
  - (d) any cost or expense incurred to repair, remediate, replace, upgrade, update, improve or maintain a “computer system”;
  - (e) loss arising out of liability to any third party, including but not limited to any contractual penalties;
  - (f) remuneration, salaries, wages, fees, expenses, overhead or employee benefit expenses of you or any of your executive directors, employees or independent contractors; or
  - (g) any cost or expense incurred to maintain, update, upgrade, modify, restore, replace or otherwise improve “digital assets” or your “computer system” to a level of functionality beyond that which existed just before the “network security incident”, “privacy incident” or loss event.
- (12) “Privacy incident” means your:
- (i) unintentional and unauthorized disclosure or loss of “personal information” in your care, custody or control, but does not include any non-consensual disclosure of “personal information” permitted by law; or
  - (ii) unintentional failure to prevent “unauthorized access” or “unauthorized use” of “electronic

data” or non-electronic data containing “personal information”.

Any two or more related “privacy incidents” based upon, arising out of or in any way involving or resulting from, either directly or indirectly, in whole or in part, in consequence of, or in any way involving the same, similar or related acts, errors, omissions, facts, circumstances, situations, transactions, decisions or events will be considered to have contributed, caused, resulted in and be the basis for a single loss.

- (13) “Security breach notification law” means any Canadian federal, provincial or territorial or municipal law or regulation that requires you to notify persons that their non-public “personal information” was or may have been accessed or acquired without their authorization.
- (14) “Software” means operations, applications, codes, scripts and programs by which “electronic data” are electronically collected, transmitted, processed, stored or received. “Software” does not include “electronic data”.
- (15) “Unauthorized access” means the gaining of access to your “computer system” by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
- (16) “Unauthorized use” means the use of your “computer system” by an unauthorized person or persons or by an authorized person or persons in an unauthorized manner.

**(iii) Exclusions:**

This Extension of Coverage will not insure:

- (1) any “network security incident” or “privacy incident”:
  - (i) which occurred before inception of this Policy;
  - (ii) which continues or occurs after expiration of this Policy;
  - (iii) as a result of any dishonest, fraudulent or criminal act committed by you or any of your partners, acting alone or in collusion with others; or
  - (iv) resulting from seizure, quarantine, confiscation, expropriation, nationalization or destruction of property by order of any governmental authority.
- (2) any loss based upon, arising out of or in any way involving or resulting from, either directly or indirectly, in whole or in part, any gradual deterioration, wear or tear, malfunction, mechanical failure, or defect of any of your “computer systems”, including but not limited to any hardware, network terminal device, data storage device, input and output device, or back up facility, application, program, “software”, script, or data of any type, nature, or kind, including but not limited to any “electronic data” or “digital assets”;
- (3) any loss alleging, based upon, arising out of or in any way involving or resulting from, either directly or indirectly, in whole or in part, any mechanical or electrical breakdown, “derangement” or failure, interruption or outage, however caused, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, wireless communications, data transmission lines, cable, satellite, telecommunications, the internet or any component thereof including hardware, “software” or any other infrastructure, services, equipment or facilities; provided, however, this exclusion shall not apply to any failure, interruption, or outage of telephone, cable or telecommunications under your direct control which directly results in a “network security incident” or “privacy incident”;
- (4) any loss based upon, arising out of or in any way involving or resulting from, either directly or indirectly, in whole or in part, any:
  - (i) fire or lightning;
  - (ii) explosion;
  - (iii) windstorm or hail;
  - (iv) earthquake;
  - (v) flood including water or natural precipitation temporarily diffused over the surface of the ground, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water;
  - (vi) volcanic eruption, snowslide, landslide, subsidence or other earth movement; or
  - (vii) act of God or other physical event; or
- (5) any loss based upon, arising out of or in any way involving or resulting from, either directly or indirectly, your failure to continuously implement and comply with your privacy policies, procedures or risk management controls that were in force at the inception of this policy period. This exclusion does not apply if:



- (i) your privacy policies, procedures and risk management controls in force at the time of the loss constitute, by commercially reasonable standards, an upgrade, release, enhancement, replacement, or patch of any type, nature, or kind to any of your previous privacy policies, procedures and risk management controls that were in force at inception of this policy period;
- (ii) any employee of yours has violated your privacy policies, procedures or risk management controls, despite reasonable efforts by you to ensure that the privacy policies, procedures and controls are implemented and continuously in force, and, such violations take place without the knowledge of you or any executive officer of yours; or
- (iii) prior to any loss, you notify us in writing of any changes, or lack of maintenance, that weakens or lessens the privacy policies, procedures or risk management controls that were in force at inception of this policy period, and obtain our written approval.

**(iv) Your Duty:**

Settlement under this Extension of Coverage is subject to the following provision:

- (1) In the event of any “unauthorized access”, “unauthorized use”, or “computer violation” or imminent “unauthorized access”, “unauthorized use”, or “computer violation” of your “computer system”, it is your duty to take all reasonable steps to protect all of your “computer systems” and “personal information” from further “unauthorized access”, “unauthorized use”, or “computer violation”.

**(v) Limit of Liability:**

The most that we will pay under this Extension of Coverage is as specified on the Coverage Summary, or as otherwise indicated on the “schedule” for any one occurrence.

The Limit of Insurance provided under this Extension of Coverage is inclusive of any coverage that may exist elsewhere under any Part of this Policy.

**(vi) Valuation:**

Solely with respect to coverage provided by (i) Indemnity Agreement (1), the following valuations are applicable:

- (1) If you cannot restore “digital assets” but can recollect such “digital assets”, then “digital assets expenses” are limited to the actual cost you incur to recollect such “digital assets”.
- (2) If you cannot restore or recollect “digital assets”, then “digital assets expenses” are limited to the actual cost you incur to reach this determination.

## Professional Photographers of Canada (PPOC) Program Endorsement

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Attached to and forming part of the Building and Contents Broad Form and Commercial General Liability. This Endorsement is subject to the Statutory Conditions, the General Conditions and the General Provisions, Conditions, Exclusions and Definitions of the Policy except those specifically stated to apply to other Parts which are not applicable to this Endorsement.

If the sequencing of any added, deleted or amended clause in this Endorsement is in conflict with the sequencing of the respective clause from Building and Contents Broad Form and Commercial General Liability or any endorsements attached thereto, then this endorsement is changed to the next available sequencing.

### **PROPERTY INSURED**

This Endorsement modifies insurance provided under Property Insured.

All the General Provisions, Conditions, Exclusions and Definitions of the Policy apply to this Endorsement except those specifically stated to apply only to other Parts. In addition, this Endorsement is subject to the exclusions, provisions, and conditions of Property Insured.

It is agreed that if the Policy Declaration Page indicates coverage as "Included", then the following amendments in this endorsement will apply to Property Insured.

### **ADDITIONAL EXCLUDED PROPERTY**

The following exclusions are added to Section 7.A. EXCLUDED PROPERTY:

- (n) property attached to, or mounted on the outside of any aircraft;
- (o) property included, attached to, or mounted on the outside of a drone or unmanned aerial vehicle, which is defined as having the capacity to be controlled either autonomously or by remote control of an operator on the ground;
- (p) property included, attached to, or mounted on the outside of a radio-controlled aircraft, which is defined as being controlled with a ground handheld radio transmitter, which communicates with a receiver aboard the aircraft.

### **AMENDED EXCLUDED PERILS**

#### **Marring and Scratching Coverage**

Section 7.B. Excluded Perils item (f) is deleted in its entirety and replaced as follows:

- (i) by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in color or texture or finish;
- (ii) by contamination; or
- (iii) ) by marring, scratching or crushing.

This exclusion (f) does not apply to loss or damage caused directly by:

- (1) a "Named Peril" as defined and limited in Section 21(h). Definitions;
- (2) rupture of pipes or breakage of apparatus not excluded in paragraphs (a) and (l) of Section 7A. Excluded Property;
- (3) theft or attempted theft;
- (4) an accident to a transporting conveyance; or
- (5) the first \$5,000 of any loss arising from the marring or scratching of photographic lenses, film, negatives, transparencies or prints.

### **AMENDED AND ADDITIONAL EXTENSIONS OF COVERAGE**

#### **Photo Processing Equipment, Rental Reimbursement**

Extensions of Coverage are amended as follows:

## **Commercial Property Endorsement – Property & Business Interruption Enhancements**

### **Item 9: Computer Systems shall include**

(d) photographic processing equipment

### **Rental Reimbursement**

We agree to extend the insurance provided by Property Insured, to insure the expenses incurred by you for the rental of equipment to replace equipment insured under Property Insured which has been withdrawn from normal use as a result of loss or damage from an insured peril. The rental reimbursement coverage provided by this extension only applies to equipment which is similar in type, capacity and purpose to that for which it is a replacement and only to equipment which is \$2,500 or more per item.

The coverage provided by this extension will not apply if you own, control or have available for use surplus or reserve equipment which can be used by you for continuing or resuming your operations.

The most we will pay under this extension during any one policy year for one or more items of equipment is \$50,000. Our liability for rental reimbursement is limited to expenses actually incurred commencing 24 hours (Sundays and legal holidays not included) after the date of loss or damage to the insured equipment occurred, and will continue, regardless of the expiration of the policy period, to the date which would be required to repair the equipment so damaged;

### **Rental Equipment Coverage**

We agree to extend the insurance provided by **Property Insured**, to equipment rented from others. We will be liable only for that part of such loss which is excess of the amount of any other applicable insurance, and for an amount of not more than \$25,000, or the amount indicated on the schedule Property.

Extensions of Coverage are amended as follows:

#### **Commercial Building and Contents Broad Form**

Attached to and forming part of Commercial Building and Contents Broad Form. This Endorsement modifies insurance provided under Property, Section 8. Extensions of Coverage, (f) Property Off Premises including Property on Exhibition & (g) Property in Transit.

### **Section 8. Extensions of Coverage**

#### **(f.) Property Off Premises including Property on Exhibition**

This extension covers any property which is insured under "contents of every description" against all risks of direct physical loss or damage from any external cause, except as provided in this Form, from the time it leaves any "premises" described on the "declarations page(s)", while in due course of transportation to any exhibition site in Canada or the United States of America (including its territories and possessions), while at such exhibition site and then while in due course of transportation to any "premises" described on the "declarations page(s)". Coverage is limited to a maximum of 60 days from the day the insured property is taken outside of Canada and the continental United States.

#### **Packing Condition**

It is a condition of this coverage that the insured property is packed and unpacked by competent packers.

#### **(g.) Property in Transit**

Are extended to apply to loss or damage to insured property while temporarily outside of or while in the due course of transit, outside of Canada and the continental United States, caused by or resulting from an insured peril. For the purposes of this endorsement, coverage is limited to a

maximum of 60 days from the day the insured property is taken outside of Canada and the continental United States.

### **Additional Exclusions**

This extension does not insure:

- (a) "valuable papers and records", as defined elsewhere in this Form;
- (b) fine arts;
- (c) money and securities;

### **PART III –COMMERCIAL GENERAL LIABILITY**

It is agreed that if the policy declarations indicates coverage as "Included" Commercial General Liability, then in addition to the terms and conditions set out in the Commercial General Liability policy attached, the following amendments shall apply:

#### Section I -Coverages

##### Coverage A. Bodily Injury and Property Damage Liability, 3. Exclusions

- (v) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any insured of any drone, unmanned aerial vehicle, or radio-controlled aircraft that is owned or operated by or rented or loaned to any insured.  
This exclusion applies even if the claims against any insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any drone, unmanned aerial vehicle or radio-controlled aircraft that is owned or operated by or rented or loaned to any insured.

#### **Warranties - subject to all forms and wordings:**

- 1) -It is warranted that loss or damage caused by theft or pilferage of the insured property is excluded while unattended in or on any automobile, motorcycle or trailer, other than a public conveyance, unless the loss is the result of forcible entry either into such vehicle while all doors and windows thereof are closed and locked or into a fully enclosed and locked luggage compartment, of which entry there are visible marks upon the exterior said vehicle.
- 2) -It is warranted that loss or damage caused to equipment while being shipped or transported is excluded unless padded cases and reasonable packing materials are used.
- 3) -It is warranted that when equipment is away from the premises, if the hotel, hostel or other accommodation has a room safe, other safes within the facility or safe rooms monitored by hotel security, they will be used when the equipment is unattended. This pertains to but is not limited to camera bodies, lenses, hard drives, laptops memory sticks or cards.

## Photographers Enhancement Package

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(The following wording is separate and independent of all other wordings described hereto within the declarations page. All definitions, exclusions and coverages are to be interpreted within on the basis and totality of the Photographers Enhancement Package)

### 1) Confiscation or Detention

We will pay for the actual production loss you incur due to the actual or potential impairment of an insured production caused by or resulting from the Confiscation or Detention of property by order of governmental or military authority, not to exceed the Limit of Insurance for Confiscation or Detention shown in the Declarations.

### 2) Production Media

The following **Production Loss** Coverages are provided only if a Limit of Insurance applicable to such Coverages is shown in the Declarations.

**Production Media:** We will pay for the actual production loss you incur due to the actual or potential impairment of an insured production caused by or resulting from direct physical loss or damage to production media used or to be used in an insured production, caused by or resulting from:

- a media peril, not to exceed the applicable Limit Of Insurance for **Media Perils**; or
- all other perils not otherwise excluded, not to exceed the applicable Limit Of Insurance for **Production Media**, shown under Production Loss in the Declarations.

#### **Production Media Exclusions:**

In addition to the Policy Exclusions, the following exclusions apply to production media:

**Destruction:** This insurance does not apply to production loss you incur due to direct physical loss or damage to production media caused by or resulting from intentional destruction of duplicate work prints or retakes by you or at your direction.

**Deterioration Or Decay:** This insurance does not apply to **production loss** you incur due to direct physical loss or damage to **production media** caused by or resulting from deterioration or decay.

**Errors In Judgment:** This insurance does not apply to production loss you incur due to direct physical loss or damage to production media caused by or resulting from errors in judgment of photography, lighting or sound.

#### **Use Of Incorrect Camera:**

This insurance does not apply to production loss you incur due to direct physical loss or damage to production media caused by or resulting from the use of an incorrect type of:

- camera;
- lens;
- raw film; or
- tape stock.

### 3) Re- Shoot Costs

Under Property Coverage, the following is added:

We will pay for the actual additional costs incurred by others and for which you are contractually liable to pay for talent, services or facilities due to the re-shooting or rescheduling of an **insured production**

because of any loss or damage covered under this policy, not to exceed the applicable Limit Of Insurance for Re-Shoot Costs shown under Property in the Declarations.

**Definitions:**

**Insured Production** Insured production means any production shown in the Declarations.

**Media Peril:**

- use of faulty materials;
- faulty lighting equipment;
- faulty cameras or videotape recordings;
- faulty sound equipment or sound tracks;
- faulty developing, editing or processing;
- cutting, cueing or other laboratory work;
- accidental erasure of videotape recordings or sound tracks; or
- accidental exposure to light.

**Production Loss:**

- additional production costs you necessarily incur to complete an insured production in essentially the same manner and within the specifications submitted to us prior to a loss; or
- actual production costs you incurred prior to an abandonment of an insured production to which the Abandonment Provision applies. Production loss does not mean costs:
  - of enhancements applicable to an insured production beyond the specifications submitted to us prior to a loss; or
  - incurred for that part of any insured production which has already been aired or exhibited.

**Production Media:**

- A. any:
  1. film;
  2. tape;
  3. disk; or
  4. other media or device,used to record or store sounds or images; and
- B. the information contained therein.

**\* This Extension is only included if you select condominium cover in the application**

## CONDOMINIUM - UNIT OWNERS' ADDITIONAL COVERAGES EXTENSION

**Words and phrases in bold font have special meaning as defined below or in the form to which this endorsement is attached.**

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

This endorsement modifies insurance provided under Building and/or Contents - Broad Form (BF02).

1. **Contingent Condominium Unit Coverage**

Subject to the limit of insurance stated on the Declaration Page(s) applicable to this endorsement, this Form is extended to cover for loss or damage by an insured peril to the Insured's unit, but only to the extent that said unit is not so insured by the Condominium Corporation or to the extent that building insurance purchased by the Condominium Corporation on behalf of its unit owners is not effective or is inadequate.

2. **Special Loss Assessment**

Subject to the limit of insurance stated on the Declaration Page(s) applicable to this endorsement, this Form is extended to cover for payment of the Insured's share of Special Loss Assessments levied against the unit owners of the Condominium Corporation by the directors of said Condominium Corporation in accordance with the governing rules of the corporation, when such assessments are made necessary by direct loss or damage by a peril insured against, to the condominium property collectively owned by the unit owners.

3. **Betterments and Improvements**

Subject to the limit of insurance stated on the Declaration Page(s) applicable to this endorsement, this Form is extended to cover loss or damage by an insured peril to improvements or betterments made or acquired by the owners of condominium units that have become a permanent part of the building.

For the purposes of this Extension, Insured means the individual Condominium unit owner. This endorsement is not subject to a co-insurance requirement.

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

## Data Exclusion Endorsement

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**WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN THE DEFINITIONS SECTION OF THIS FORM.**

### Section A

Attached to and forming part of the Property and Miscellaneous Coverages as stated on the "Declaration Page(s)" with the exception of Accounts Receivable and Valuable Papers Coverages found in the following Form:

Commercial Property Endorsement – Property/Business Interruption Enhancements

This policy does not insure:

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

### Section B

Attached to and forming part of Accounts Receivable and Valuable Papers Coverages found in the following Forms, if these forms are attached to this policy:

Commercial Property Endorsement – Property/Business Interruption Enhancements

This form does not insure loss or damage caused directly or indirectly by "Data Problem". This exclusion does not apply:

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

### Definitions:

Wherever used in this Form:

- (a) "Data" means representations of information or concepts in electronic form.
- (b) "Data Problem" means:
  - (i) erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
  - (ii) error in creating, amending, entering, deleting or using "Data"; or
  - (iii) inability to receive, transmit or use "Data";
- (c) "Explosion" means:

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

  - (i) (1) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;



- (2) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
  - (3) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
  - (4) smelt dissolving tanks;
  - (ii) other vessels and apparatus, and their connected pipe, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
  - (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
  - (iv) any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion shall not apply to other insured property that has been damaged by such explosion;
  - (v) gas turbines.
- The following are not explosions within the intent or meaning of this section;
1. electric arcing or any coincident rupture of electrical equipment due to such arcing;
  2. bursting or rupture caused by hydrostatic pressure or freezing;
  3. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- (d) "Impact by aircraft, spacecraft or land vehicle": the terms "Aircraft" and "Spacecraft" include articles dropped from them. There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:
    - (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
    - (ii) to aircraft, spacecraft or land vehicles causing the loss;
    - (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of "buildings".
  - (e) "Leakage from fire protective equipment" means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" described on the declaration page(s) or for adjoining "premises" and loss or damage caused by the fall or breakage or freezing of such equipment.
  - (f) "Smoke" means smoke due to a sudden, unusual or faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.
  - (g) "Windstorm or hail": There shall in no event be any liability for loss or damage to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail.

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

## Fungi and Fungal Derivatives Exclusion

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**This endorsement changes the policy. Please read it carefully.**

Attached to and forming part of the Property and Miscellaneous Coverages as stated on the "Declaration page(s)". This Form 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, mildew, bacteria or wet or dry rot, 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.
- (b) "**Spores**" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

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

## Terrorism Exclusion (Commercial Property)

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This endorsement changes the Policy. Please read it carefully.

Attached to and forming part of the Property and Miscellaneous Coverages as stated on the "Declaration Page(s)".

This form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

This exclusion does not apply:

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

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

**Definition:**

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

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

## Standard Mortgage Clause

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It is hereby provided and agreed that:

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

### Cancellation Agreement

This is to certify that the undersigned insured and other interested parties, where applicable, named in this policy acknowledge the termination of the insurance coverage provided under this policy effective \_\_\_\_\_ 20\_\_\_\_ at 12:01 a.m. Standard Time at the postal address of the named insured.

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

## Statutory Conditions (except Quebec)

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The following Statutory and Additional Conditions, as modified or supplemented by the attached forms or endorsements, apply to all coverages insured by this policy (including fire), except where indicated.

Statutory Conditions 1, 6, 7, 8, 9, 10, 11, 12 and 13 apply only to property insurance.

### 1. Misrepresentation

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

### 2. Property of Others

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

### 3. Change of Interest

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

### 4. Material Change

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

### 5. Termination

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

**6. Requirements After Loss**

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

**7. Fraud**

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

**8. Who May Give Notice and Proof**

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

**9. Salvage**

- (1) The Insured, in the event of any loss or damage to any insured property, shall take all reasonable steps to prevent further damage to such property and to prevent damage to other insured property, including, if necessary, removal to a secure location.
- (2) The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subsection (1) of this condition.

**10. Entry, Control, Abandonment**

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

**11. Appraisal (In Case of Disagreement)**

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

**12. When Loss Payable**

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

**13. Repair or Replacement**

- (1) The Insurer, instead of making payment, may repair, rebuild, or replace the property lost or damaged, giving written notice of its intention to do so within 30 days after receipt of the proof of loss. Where legislation requires, this Statutory Condition 13. Subcondition (1) may not proceed if a dispute resolution process has been initiated.
- (2) In the event that the Insurer gives notice under subparagraph (1) of this condition, the Insurer shall commence to repair, rebuild, or replace the property within 45 days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.

**14. Notice**

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

**15. Action**

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

- (1) in the case of loss or damage to insured property, not later than 2 years after the date the insured knew or ought to have known the loss or damage occurred, and
- (2) in any other case, not later than 2 years after the date the cause of action against the insurer arose.

**Additional Conditions (applicable only to property insurance unless noted otherwise)**

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**I. Notice to Authorities**

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

**II. No Benefit to Bailee**

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

**III. Pair and Set**

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

**IV. Parts**

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

**V. Sue and Labour**

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

**VI. 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.

**VII. Subrogation (all lines of insurance)**

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

With respect to property policies only, all rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this policy.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

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



## General Conditions

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This Policy is subject to the Civil Code of the Province of Quebec. Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations. For all coverages except where inapplicable.

### 1. Statements

#### 1.1 Representation of risk (Article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

#### 1.2 Material change in risk (Articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the Policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty (30) days of proposal, the Policy ceases to be in force.

#### 1.3 Misrepresentations or concealment (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect to losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

#### 1.4 Warranties (Article 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

### 2. General Provisions

#### 2.1 Insurable Interest (Articles 2481 and 2484) (Applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

#### 2.2 Changes (Article 2405)

The terms of this Policy shall not be waived or changed except by endorsement.

#### 2.3 Assignment (Articles 2475 and 2476)

This Policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.

Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Insured.

#### 2.4 Books and Records

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this Policy and the three (3) subsequent years.

#### 2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to

be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

2.6 Currency

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

**3. Losses**

3.1 Notice of Loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2 Information to be provided (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

3.3 False representation (Article 2472)

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

3.4 Intentional fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault. Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

3.5 Notice to police (applicable to property insurance only)

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

3.6 Safeguarding and examination of property (Article 2495) (applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

3.7 Admission of liability and cooperation (Article 2504)

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504) No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8 Right of action (Article 2502) (applicable to liability insurance only)

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss;

the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

#### 4. Compensation and Settlement

- 4.1 Basis of settlement (Articles 2490, 2491, 2493) (applicable to property insurance only)  
Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined.  
In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property.  
If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.
- 4.2 Pair and set (applicable to property insurance only)  
In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are 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 value of the set, but in no event shall such loss or damage be construed to mean total loss of set.
- 4.3 Parts (applicable to property insurance only)  
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.
- 4.4 Replacement (Article 2494) (applicable to property insurance only)  
Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.
- 4.5 Time of payment (Articles 1591, 2469 and 2473)  
The Insurer shall pay the indemnity within sixty (60) days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.  
Any outstanding premium may be deducted from the indemnity payable.
- 4.6 Property of others (applicable to property insurance only)  
Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.
- 4.7 Waiver  
Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the Policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.
- 4.8 Limitation of actions (Article 2925)  
Every action or proceeding against the Insurer under this Policy shall be commenced within three (3) years from the date the right of action has arisen.
- 4.9 Subrogation (Article 2474)  
Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefor under this Policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.
5. Dispute Resolution  
In the event that the Insurer and the Insured(s) cannot agree concerning either the coverage or the quantum afforded by this policy, it is agreed that the dispute shall be resolved in accordance with the dispute resolution process hereinafter described:
- (a) Mediation with a Mediator mutually agreed to by the parties to the dispute. If the parties fail to concur on the choice of the Mediator, a Court shall appoint a Mediator on a Motion by one of the parties.
  - (b) If settlement at Mediation is not possible, the dispute will be referred to Arbitration in accordance with the applicable Arbitration legislation/regulations in the jurisdiction in which the Policy is issued. The decision of the Arbitrator will be binding on all parties to the dispute

with no right of appeal.

- (c) Each party shall bear its own costs and expenses in connection with the dispute resolution process. The costs and expenses of Mediation and Arbitration shall be shared equally by the parties to the dispute.

By agreement in writing, the Insurer and the Insured(s) may waive compliance with this section or any part thereof for purposes of a specified dispute.

## 6. Other Insurance

### 6.1 Property Insurance (Article 2496)

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

### 6.2 Liability Insurance

The liability insurance provided under 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 amount 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.

Contribution by equal share: If all of such other 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 contributed 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.

Contribution by limits: If any 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. Cancellation (Articles 2477 and 2479)

This policy may be cancelled at any time:

- (a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.
- (b) By the Insurer giving written notice to each Named Insured. Termination takes effect:
- (i) fifteen (15) days if the contract is terminated for nonpayment of premium; or
  - (ii) thirty (30) days for any other reason;
- following receipt of such notice by the Insured at his last known address.

The Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph

(a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this condition, the words "premium actually paid" mean the premium actually paid by the Insured

to the Insurer or its representative but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

**8. Notice**

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

## General Deductible

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In the event of a claim under any Broad Form or Named Perils Form in 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 shown on the "Declaration Page(s)" for that Form.

Should any occurrence give rise to the application of more than one deductible amount for any one "premises", only the highest deductible will be applied.

The Insured expressly warrants that it will itself bear any loss to the extent of any applicable deductible amount, and warrants that it will not contract for insurance in respect of such deductible amount.

The term "adjusted claim" as used in this endorsement means the amount which would be payable to the Insured under the applicable item(s) of insurance provided by this policy in respect of direct loss or damage arising out of one occurrence before the application of any deductible amount.

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

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

## Water Damage Deductible

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Attached to and forming part of the Property and Miscellaneous Coverages as stated on the "Declaration Page(s)".

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

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

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

## Commercial General Liability

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**WORDS AND PHRASES THAT APPEAR IN QUOTATION MARKS HAVE A SPECIAL MEANING AS DESCRIBED IN THE DEFINITIONS SECTION OF THIS FORM**

### SECTION I COVERAGES

#### COVERAGE A – “BODILY INJURY”, “PERSONAL INJURY” AND “PROPERTY DAMAGE”

This insurance applies only when a Limit of Liability - Each Accident or Occurrence is indicated in the Declarations

#### 1. Insuring Agreement

To pay on behalf of the Insured all sums (including prejudgement interest) that the Insured shall become obligated to pay by reason of the liability imposed by law upon the Insured or assumed by the Insured under “contract”, for “compensatory damages” because of:

- (a) “bodily injury” sustained by any person or persons;
- (b) “personal injury” ;
- (c) “property damage” due to an accident or “occurrence”.

during the Policy Period and in the “Coverage Territory”, subject to the limits of liability, exclusions, conditions and other terms contained in this Policy.

#### 2. Limit of Liability

The combined limit of the Insurer's liability under Sub-Section 1(a), 1(b) and 1(c) of the Insuring Agreements of Coverage A shall be the amount stated in the Declarations for this form as Limit of Liability - Each accident or occurrence for all “compensatory damages” for any one accident or “occurrence”, or series of accidents or occurrences, resulting from one cause. Subject to such limit, the amount stated in the Declarations for this form as 'Limit of liability - Aggregate' is the Insurer's maximum limit of liability for any number of accidents or occurrences in any one Policy Period, if caused by the “Products Hazard” or “Completed Operations Hazard”.

#### 3. Exclusions

This insurance does not apply to:

1. “bodily injury” or “property damage” arising out of the ownership, use or operation by or on behalf of the Insured of any “automobile”, but this exclusion will not be construed to apply to liability imposed by law upon the Insured for loss or damage arising from the ownership, use or operation of machinery or apparatus (including its equipment), mounted on or attached to any automobile at the site of the use or operation of such machinery or apparatus and provided the Insured is not insured for liability arising from the ownership, use or operation of such mounted or attached machinery or apparatus under any automobile policy.

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

2. “bodily injury” or “property damage” arising out of:



- (a)
  - (i) the ownership, maintenance, use, or operation, by or on behalf of the Insured of any aircraft or any air cushion vehicle;
  - (ii) the ownership, use, or operation by or on behalf of the Insured of any premises for the purpose of an airport or an aircraft landing area;
  - (iii) all operations that are necessary or incidental to 2(a)(i) or 2(a)(ii) above;
  - (iv) work or operations conducted by or on behalf of the Insured at airport premises or airport property (including but not limited to any runway, hangar, taxiway, apron, or air traffic control facility), but this exclusion shall not apply to such work or operations in Canada that are conducted solely within an area that is not designated by Transport Canada (or other airport regulatory authority) as a restricted area.
- (b) the ownership, maintenance, use or operation by or on behalf of the Insured of any self-propelled watercraft of more than 100 gross tons but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Insured.

Exclusions 1 and 2(b) do not apply to “bodily injury” sustained by any employees of the Insured while acting on behalf of the Insured.

- 3. “bodily injury”:
  - (a) arising out of the liability imposed upon or assumed by the Insured under any Workers' Compensation Statute or assessment by any Workers' Compensation Board or any liability in respect of employees assumed by the Insured under “contract”. This exclusion shall not apply to claims arising out of legal liability imposed upon the Insured at common law or at common law as extended by statute for injuries to employees of the Insured;
  - (b) caused intentionally by or at the direction of the Insured, unless committed for the purpose of protecting persons or property.
- 4. “property damage” to
  - (a) property:
    - (i) owned by the Insured;
    - (ii) occupied by the Insured;
    - (iii) rented to the Insured;
    - (iv) held by the Insured for sale; or
    - (v) entrusted to the Insured for storage or safekeeping.
  - (b)
    - (i) property while on premises owned by or leased to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured;
    - (ii) tools or equipment while being used by the Insured in performing operations;
    - (iii) property that is in course of construction by the Insured or property in the custody of the Insured that is to be installed, erected or used in construction by the Insured;
    - (iv) that particular part of any property, not on premises owned by or rented to the Insured:
      - (A) upon which operations are being performed by or on behalf of the Insured at the time of the “property damage” to such property, arising out of such operations; or
      - (B) out of which any “property damage” arises; or
      - (C) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship on such property by or on behalf of the Insured.

Exclusion 4(b) does not apply to liability under sidetrack agreements covered by this Policy, or the use of

elevators or escalators at premises owned, rented or controlled by the Insured, or liability assumed under any easement agreement or agreement required by municipal by-law.

5. "property damage" to:
  - (a) goods or products manufactured or sold by the Insured; or
  - (b) work done by or on behalf of the Insured where the cause of the "occurrence" arises out of a defect in such work, but this exclusion shall only apply to that part of such work that is defective.
6. loss of use of tangible property that has not been physically injured or destroyed resulting from:
  - (a) a delay in or lack of performance by or on behalf of the Insured of "contract"; or
  - (b) the failure of the Insured's products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Insured's products or work performed by or on behalf of the Insured after such products or work have been put to use by any person or organization other than an Insured.
7. damages, cost, loss or expense claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work forms a part, if such products, work or property are withdrawn from the market or withdrawn from use because of any known or suspected defect or deficiency in such products, work or property.
8. the rendering of or failure to render any professional service except:
  - (a) such services performed by an architect or an engineer in their capacity as employees of the Insured where such services are an integral part of other work performed by or on behalf of the Insured or are integral in the manufacture, installation, sale, handling or distribution of the Insured's products or the products of any associated or affiliated company. This exception shall not apply in respect to damage to any work completed by or on behalf of the Insured or damage to the Insured's products;
  - (b) the services rendered by first aid personnel.
9. "personal injury" :
  - (i) caused by the willful violation of a penal statute or ordinance;
  - (ii) arising out of advertising, broadcasting, publishing or telecasting by or in the interest of the Insured.

## **COVERAGE B – ADVERTISING INJURY**

This insurance applies only when an "Advertising Injury" Liability Limit is indicated in the Declarations

### **1. Insuring Agreement**

The Insurer agrees to pay on behalf of the Insured those sums that the Insured becomes legally obligated to pay as compensatory damages because of "Advertising Injury" to which this insurance applies. Subject to Exclusion (c) below, this insurance applies only to offences arising out of the Insured's business activities.

### **2. Limit of Liability**

The limit of the Insurer's liability under Coverage B shall be the amount stated in the Declarations for this coverage as Limit of Liability - Each accident or occurrence' for all "compensatory damages" for any one accident or "occurrence", or series of accidents or occurrences, resulting from one cause.

Subject to such limit, the amount stated in the Declarations for this form as Limit of liability - Aggregate is the most the Insurer will pay during the policy period for the sum of all compensatory damages because of "Advertising Injury".

### 3. Exclusions

This insurance does not apply to:

- (a) Liability assumed by the Insured under any contract or agreement, except liability of the Insured that would have existed in the absence of a contract or agreement;
- (b) "Advertising Injury" arising out of:
  - (i) Any failure of goods, products or services to conform to any statement of quality or performance made in an "Advertisement" of the Insured;
  - (ii) The infringement of trademark, copyright, patent, trade secret or service mark;
  - (iii) The infringement of intellectual property rights;
  - (iv) Incorrect description or incorrect price in any "Advertisement" of the Insured;
  - (v) Breach of contract, except an implied contract to use another's advertising idea in an "Advertisement" of the Insured;
  - (vi) Any tactic to mislead the potential customer of another, including but not limited to the unauthorized use by or on behalf of the Insured of another's name or product in any e-mail address, domain name or meta tag;
  - (vii) Any criminal act committed by or at the direction of the Insured or any act committed by or at the direction of the Insured with actual malice or with reckless indifference;
  - (viii) Material, in any "Advertisement", that the Insured knew to be false or that the Insured knew would violate the rights of another and would inflict "Advertising Injury";
  - (ix) Material whose first publication took place before the beginning of the policy period;
  - (x) An electronic chat room, bulletin board or web log owned or hosted by the Insured, or over which the Insured exercises control.

Exclusions (b) (ii) and (b) (iii) do not apply to infringement of copyright, trade dress or slogan in an "Advertisement" of the Insured.

- (c) "Advertising Injury" committed or alleged to have been committed by any Insured in the business of:
  - (i) Advertising, broadcasting, publishing or telecasting;
  - (ii) Designing or determining web-site content for others;
  - (iii) An Internet search, access, content or service provider.

For the purposes of Exclusion (c), the mere placing for the Insured on the Internet of frames, borders, links or advertising shall not by itself be considered a business.

Except to the extent that coverage is expressly provided by under Coverage B, this insurance does not apply to claims arising out of the distribution or display of "data" by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data".

### COVERAGE C - MEDICAL PAYMENTS

This insurance applies only when an Medical Payments Limit is indicated in the Declarations

#### 1. Insuring Agreement

The Insurer agrees to pay to or for each person who sustains "bodily injury" caused by accident all reasonable medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and funeral services expense incurred within one year from the date of the accident on account of such "bodily injury", provided such "bodily injury":

- (a) occurs on premises the Named Insured owns or rents;
- (b) occurs on ways next to premises the Named Insured owns or rents; or
- (c) arises from operations with respect to which the Named Insured is afforded coverage for "bodily injury" liability under this policy.

## 2. Limit of Liability

The amount stated in the Declarations for Coverage C as Limit each person is the limit of the Insurer's liability for all medical expense for bodily injury sustained by one person in any one accident.

## 3. Exclusions

The coverage granted by Coverage C shall not apply to:

- (a) any portion of medical expense the payment of which is prohibited bylaw;
- (b) "bodily injury"
  - i) arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any automobile;
  - ii) arising out of the ownership, maintenance, use, operation, loading or unloading by or on behalf of the Insured of any watercraft, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
  - iii) arising out of the ownership, maintenance, use, operation, loading or unloading by or on behalf of the Insured of
    - (1) any aircraft; or
    - (2) any air cushion vehicle;
  - iv) arising out of the ownership, existence, use or operation by or on behalf of the Insured of any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto;
- (c) "bodily injury" to
  - i) the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee (except a volunteer worker) of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith, or
  - ii) any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the "bodily injury" occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant, or
  - iii) any person while engaged in maintenance and repair of the insured premises or alteration, demolition or construction operations at such premises, or
  - iv) any person if any benefits for such bodily injury are payable under any Workmen's Compensation Law, or
  - v) any person practising, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) Any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

## 4. Conditions

As soon as practicable the injured person or someone on his behalf shall give to the Insurer written proof of claim, under oath if required, and shall, after each request from the Insurer, execute authorization to enable the Insurer to obtain medical reports and copies of records. The injured person shall submit to

physical examination by physicians selected by the Insurer when and as often as the Insurer may reasonably require. The Insurer may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Insurer.

## **COVERAGE D - TENANTS' LEGAL LIABILITY**

This insurance applies only when a Tenants' Legal Liability Limit is indicated in the Declarations

### **1. Insuring Agreement**

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as "compensatory damages" for injury to or destruction, including loss of use, of premises of others (including building fixtures permanently attached thereto) rented to or occupied by the Named Insured, if such injury or destruction is caused by accident occurring during the term of this Policy.

### **2. Limit of Liability**

The Insurer shall not be liable for more than amount(s) stated in the Declarations for this coverage as Limit of liability- any one accident for damage arising out of any one accident.

### **3. Exclusions**

The Insurer shall not be liable for liability assumed by the Insured under "contract" except liability which would attach in the absence of such contract;

## **COMMON EXCLUSIONS – COVERAGES A, B, C and D**

This insurance does not apply to:

1. Asbestos
  - (a) "Bodily Injury", "Personal Injury", "Property Damage" or Medical Payments or any other cost, loss or expense incurred by others, resulting from, in consequence of, or arising directly or indirectly from the actual or alleged inhalation of, contact with, exposure to, use of, existence of or presence of asbestos or any material containing asbestos in whatever form or quantity, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of asbestos or any material containing asbestos;
  - (b) any loss, damage, injury, cost or expense arising out of any claim, proceeding, action or suit by or on behalf of a governmental authority or arising out of any order or demand under any legislation or regulation that the insured or others perform, or assume liability for, the following:
    - (i) operations to evaluate or assess the presence or absence of asbestos, its effects or its quantity;
    - (ii) operations to test for, monitor, contain, treat, detoxify, neutralize, identify, clean up, sample, remove, abate, mitigate or dispose of asbestos;
    - (iii) any other actions to respond to situations that involve asbestos.
  - (c) any supervision, instructions, recommendations, warnings, or advice given or that should have been given in connection with a. or b. above;
  - (d) any obligation to pay damages, share damages with, or repay someone else who must pay damages because of such injury or damage referred to in a., b. or c. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that

contributes concurrently or in any sequence to “Bodily Injury”, “Personal Injury” or “Property Damage”.

## 2. Data

under Coverage A Insuring Agreements 1(a) and 1(c) to liability for:

- (a) erasure, destruction, corruption, misappropriation, misinterpretation of “data” ;
- (b) erroneously creating, amending, entering, deleting or using “data”; including any loss of use arising therefrom.

## 3. Fungi

- (a) “Bodily Injury”, “Personal Injury” or “Property Damage” 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”; or
- (b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above;
- (c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to “Bodily Injury”, “Personal Injury” or “Property Damage”.

This exclusion shall not apply to:

- (i) “Bodily Injury” or “Property Damage” included within the “Products Hazard” or within the “Completed Operations Hazard” and arising from the presence of “fungi” or “spores” in products of the Named Insured that are intended for human or animal consumption or topical application; or
- (ii) claims arising solely from the presence of bacteria in food products manufactured, sold distributed or served by the Insured.

## 4. Nuclear

- (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 out of:
  - (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” used, distributed, handled or sold by an Insured; except for radioactive isotopes, away from a “nuclear facility”, that have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

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

## 5. Pollution

- (1) “Bodily injury”, “property damage”, or “personal injury” arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape at any time of “pollutants”:
  - (a) At, or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:
    - (i) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests;
    - (ii) “Bodily injury” or “property damage” for which the Named Insured may be held liable, if the Named Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Named Insured’s policy as an additional insured with respect to the Named Insured’s ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Insured, other than that additional insured; or
    - (iii) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a “hostile fire”;
  - (b) 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;
  - (c) 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
  - (d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured’s behalf are performing operations if the “pollutants” are brought on or to the premises, site, or location in connection with such operations by such Insured, contractor, or subcontractor.  
However, this subparagraph does not apply to:
    - (i) “Bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) “Bodily injury” or “property damage” sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the Named Insured or on the Named Insured’s behalf by a contractor or subcontractor; or
    - (iii) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a “hostile fire”.
  - (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors

working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of "pollutants".

- (2) Any fines or penalties assessed against or imposed upon any Insured arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
- (3) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effects of, "pollutants"

However, this Section (3) does not apply to liability for "compensatory damages" because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or action by or on behalf of a governmental authority.

## 6. Privacy

- (i) Any suit brought as a result of publishing or posting on or to any website or page, explicit, pornographic, or indecent videos or photographs.
- (ii) Any claims arising from photographs and videos taken without the express consent of the person photographed

## 7. Terrorism

"bodily injury", "personal injury", "property damage" arising directly, indirectly, in whole or in part out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism".

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

## 8. War

"bodily injury", "personal injury" or "property damage" arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

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

## DEFENCE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

With respect to the insurance afforded by the other terms of this Policy, the Insurer agrees:

- (a) to defend in the name of and on behalf of the Insured, claims, suits or other proceedings that may at any time be instituted against the Insured for any accident or "occurrence" covered by this Policy, although such claims, suits or other proceedings may be groundless, false or fraudulent; or to make settlement of such claims as may be deemed expedient by the Insurer. If the Insurer is prevented by law or otherwise from defending the Insured as specified in the preceding sentence, the Insurer will reimburse the Insured for defence costs and expenses that are incurred with the consent of the Insurer;
- (b) to pay and satisfy all judgements rendered against the Insured and to protect the Insured against any levy of execution arising from such judgements;
- (c) to pay:
  - (i) all expenses incurred by the Insurer for investigation, negotiation and defence of any such claims, suits or proceedings;
  - (ii) all costs taxed against the Insured in any such proceeding;
  - (iii) all premiums on bonds to release charges or attachments for an amount not in excess of the



- applicable limit of liability of this Policy and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
- (iv) all interest accruing after entry of judgement and up to the date of payment by the Insurer of its share of any judgement;
  - (v) for the expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time such "bodily injury" is sustained;
  - (vi) for all reasonable expenses incurred at the Insurer's request.

The amounts so incurred, except settlement of claims and suits, are payable by the Insurer in addition to the limit of liability in this Policy.

The Insurer's liability under this Policy, including any obligation to defend, ends when the applicable Limits of Liability stated in the Declarations under this form have been exhausted by payment of settlements or judgements.

## SECTION II – WHO IS AN INSURED

"Insured" means:

- (a) The Named Insured as shown in the Declarations;
- (b) Any interest under the management control of the Named Insured and for which the Named Insured is responsible for arranging insurance;
- (c) Any present or former partner, officer, director, employee (employee includes volunteer worker), or shareholder of the Named Insured, while acting on behalf of the Named Insured with respect to acts performed on behalf of the Named Insured in that capacity and any partner or former partner with respect to liability arising out of such partnership or former partnership. Acts performed shall include failure or omission to act;  
The insurance afforded to any employee does not apply:
  - (i) to "bodily injury" to (a) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member of such partnership or joint venture; or (b) any person who at the time of the "bodily injury" is entitled to benefits under any Workers' Compensation Act; or (c) another employee of the Named Insured;
  - (ii) to "property damage" to property owned, occupied or used by, rented to or in the care, custody or control of (a) another employee of the Named Insured; or (b) the Named Insured or, if the Named Insured is a partnership or a joint venture, any partner or member.
- (d) Any company created or acquired by the Named Insured provided the Insurer is notified within ninety days of such creation or acquisition;
- (e) Each person, firm, corporation or government body for which the Named Insured has contracted to provide insurance but only with respect to vicarious liability that arises out of the operations of the Named Insured, and only to the extent required by such contract. Notice of cancellation shall be provided (when cancelled by the Insurer) to such persons, firms, corporations or government bodies in accordance with the certificates of insurance on file with the Insurer;
- (f) Co-owners, joint venturers and partners having a non-operating interest with the Named Insured in the operations insured by this policy.

## SECTION III - DEFINITIONS

1. "Advertising Injury" means injury, including consequential Bodily Injury arising out of one or more of the following offences when against another person or organization in an "Advertisement" of the Insured:
  - (i) The disparagement of goods, products or services;
  - (ii) Infringement of copyright, trade dress or slogan;
  - (iii) The unauthorized use of someone else's advertising idea;
  - (iv) Libel, slander, defamation, discrimination (in jurisdictions where insurance against discrimination is permitted by law) or violation of a right of privacy.

2. **“Advertisement”** means a notice about goods, products or services of the Insured that is broadcast or published to the general public or specific market segments and that is for the purpose of attracting customers or supporters. “Advertisement” also means such notice published by placement on the Internet, or similar means of electronic communication and also means that particular part of a website that is specifically about the Insured's goods, products or services for the purpose of attracting customers or supporters.
3. **“Automobile”** means self-propelled motor vehicle, trailer or semi-trailer that is obliged by law to carry a license and to be insured under a contract of automobile liability insurance.
4. **“Bodily Injury”** means bodily or mental injury, sickness, disease, disability, shock, including death resulting at any time and “compensatory damages” for incidental care and loss of services.
5. **“Compensatory Damages”** means damages due or awarded as indemnification for actual injury and concomitant economic loss. Compensatory Damages does not include punitive or aggravated damages or the multiple portion of any multiplied damage award.
6. **“Completed Operations Hazard”** means “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 Insured. Operations include materials, parts or equipment furnished in connection with operations. Operations shall be deemed completed at the earliest of the following times:
  - (a) when all operations to be performed by or on behalf of the Insured under the contract have been completed;
  - (b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed;
  - (c) 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 organizations other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.Operations requiring 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.
7. **“Contract”** means:
  - (a) a warranty of fitness or quality of the Insured's products or a warranty that work performed by or on behalf of the Insured will be done in a workmanlike manner;
  - (b) any written contract or written agreement or any oral or verbal contract or agreement that is in the process of being written provided that it is reduced to writing within 90 days of its inception
8. **“Coverage territory”** means anywhere in the world, provided that all claims, suits or other proceedings are brought within Canada or the United States of America, its territories and possessions.
9. **“Data”** means representations of information or concepts, in any form.
10. **“Explosion”** as used in General Condition 14 applicable to Coverage D means: the explosion of natural gas, coal, manufactured gas or manually portable gas cylinders;

11. **“Fissionable Substance”** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
12. **“Fungi”** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any Fungi or “Spores” or resultant mycotoxins, allergens, or pathogens.
13. **“Hostile Fire”** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
14. **“Mobile equipment”** means any of the following types of land vehicles, including any attached machinery or equipment:
- (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - (b) Vehicles maintained for use solely on or next to premises the Named Insured owns or rents;
  - (c) Vehicles that travel on crawler treads;
  - (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - (e) Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - (f) Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, "mobile equipment" does not include any “automobile”.
15. **“Nuclear Energy Hazard”** means the radioactive, toxic, explosive or other hazardous properties of radioactive material.
16. **“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; or
    - (ii) processing the utilizing spent fuel; or
    - (iii) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabrication, or alloying of plutonium, thorium and uranium 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;
- 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.
17. **“Occurrence”** (in the singular or the plural) means continuous or repeated exposure to conditions that result in “property damage” neither expected nor intended by the Insured.

All “property damage” arising out of a continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

18. **“Personal Injury”** means:

- (a) false arrest, malicious prosecution, wrongful detention or imprisonment;
- (b) invasion of privacy, wrongful eviction or wrongful entry;
- (c) libel, slander, humiliation or defamation of character;
- (d) discrimination, (except in such jurisdictions where by legislation, court decisions or administrative ruling, such insurance is prohibited or held to violate the law or public policy of any such jurisdiction) sustained by any person or persons during the Policy Period.

19. **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, odour, vapour, soot, fumes, airborne or waterborne particles, acids, alkalis, chemicals, sewage, micro-organisms and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

20. **“Products Hazard”** means “bodily injury” or “property damage” arising out of any accident or “occurrence” that takes place away from the Insured's premises due to the consumption, handling, use or existence of goods or products made, sold, handled or distributed by or for the Insured after the Insured had relinquished possession of such goods or products;

21. **“Property Damage”** means physical injury to or physical destruction of tangible property, including loss of use of such property, or loss of use of tangible property that has not been physically injured or destroyed

22. **“Radioactive Material”** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes or 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.

23. **“Spores”** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.

24. **“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, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.

## GENERAL CONDITIONS

1. **NOTICE OF CLAIM OR SUIT:** Upon the happening of an accident or “occurrence” that may give rise to a claim under this Policy, the Insured shall give notice of such accident or “occurrence” to the Insurer as soon as practicable after notice has been received by an officer of the Insured. Such notice shall contain all available information pertaining to such accident or “occurrence” that is obtainable at the time.

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

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

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

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

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

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

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

**5. PREMIUM AND ADJUSTMENT OF PREMIUMS:**

- (a) Unless indicated as "Flat rate premium", the premium stated in the Declarations for this Form is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium basis and rates shown in the Declarations for this form as "Basis of premium adjustment" shall be used in ascertaining the earned premium.
- (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 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 amount stated in the Declarations for this form as "Minimum annual premium", if the earned premium for this Policy thus computed exceeds the estimated deposit premium paid, the Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- (d) The Named Insured shall maintain for each hazard insured against, a record of the information necessary for premium computation on the basis stated and shall submit such record to the Insurer at the end of the Policy Period and at such other times during the Policy Period as the Insurer may direct.

**6. INSPECTION AND AUDIT:**

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

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

The Insurer acknowledges the existence of any Policies arranged to apply in excess of the insurance provided by this Policy and it is agreed that notwithstanding anything contained in this Condition the

insurance provided by such excess Policies shall be considered as excess and non-contributing insurance insofar as the insurance provided under this Policy is concerned and shall be held to attach and cover only after the insurance under this Policy has been exhausted.

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

**9. CANCELLATION - TERMINATION:**

- (a) This Policy may be terminated;
  - (i) in the event of non-payment of premium by the Named Insured to the Insurer, by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or 5 days written notice by personal delivery;
  - (ii) except in the event of termination for non-payment of premium, by the Insurer giving to the Named Insured 30 days written notice of termination by registered mail or personal delivery;
  - (iii) 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 on 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 any minimum retained premium, provided by the Policy; or
  - (ii) where the premium is developed on an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of any minimum retained premium, 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 15 days or 30 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 or 30 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.
- (h) In this condition the expression "paid premium" means premium actually paid by the Insured to the Insurer and does not include all or any part of any premium paid to the Insurer by an Agent unless actually paid to the Agent by the Insured.

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

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

**12. SPECIAL STATUTES:** If any condition of this Policy, relating to limitation of time for notice of

accident or for instituting legal proceedings, is at variance with any specific statutory provision in the province in which the accident occurs such statutory provision shall be substituted for such condition.

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

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

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

**14. DEDUCTIBLE CLAUSE:**

**Coverage A**

The Insured shall pay the amount stated in the Declarations for this form as Deductible or Deductible - U. S. Claims for each and every claim under Insuring Agreement 1(c) ("Property Damage"). If more than one claim arises or results from a single "occurrence", the deductible amount shall only apply once.

**Coverage D**

The amount stated in the Declarations for this form as Deductible shall be deducted from the amount of each claim covered under the terms of this Form and the Insurer shall be liable for loss only in excess of that amount. However, this deductible shall not be applied to claims arising out of the perils of fire, "explosion", smoke and sprinkler leakage.

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

The Insurer may pay part or the entire deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

**15. REIMBURSEMENT CLAUSE:** Applicable to COVERAGE A

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

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

**16. CURRENCY CLAUSE:** All Limits of Liability and amounts of insurance in the Declarations are in Canadian currency.

## BLANKET ADDITIONAL INSURED ENDORSEMENT

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Attaching to and forming part of Commercial General Liability Form.

It is hereby understood and agreed that Section II – Who is an Insured, is amended to include any person or organization who you become obligated to include as an additional insured as a result of a written contract to provide insurance to that person or organization such as afforded under the coverage form to which this endorsement is attached, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” with respect to vicarious liability that arises out of the operations of the Named Insured, and only to the extent required by such contract.

It is understood and agreed that any Additional Insured will only be covered with respect to the operations of the Named Insured.

With respect to the coverage provided to the Additional Insured, the limit of liability under this endorsement will not exceed the limits displayed in the Schedule of Cover.

Such insurance as is afforded by this endorsement does not insure liability arising out of the operations of the Additional Insured or its employees or liability arising out of incorrect information, specification or instruction by the Additional Insured or its employees.

It is hereby agreed that if the Policy is cancelled by the Underwriters for any reason other than non-payment of premium or at the request of the Named Insured, we will send 30 day’s written notice of cancellation to the Additional Insured. Failure to provide such notice shall not affect the Underwriters rights to cancel the Policy, nor shall it affect the cancellation of this Policy with regard to any entity that is not listed as an Additional Insured or any entity to whom such notice is provided.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Definition:

The following is added to Section \_\_\_\_ Definitions:

Cannabis: includes cannabis, hemp or marijuana, in any form, including all their respective seeds, oils, resins, compounds, by-products, additives and derivatives, whether as medicine, food, drink or recreational drug.

**CANNABIS EXCLUSION**

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Under SECTION 1: LIABILITY COVERAGES, Coverage \_\_\_\_: Bodily Injury Claims Not Covered, the following is added:

We do not cover:

1. Bodily injury arising directly or indirectly for which any insured may be held liable by reason of:
  - a) the use, sale, manufacture, delivery, transfer or possession by any person of Cannabis;
  - b) the causing or contribution of rendering of any person to be under the influence of Cannabis by any means, whether intentional or not;
  - c) the furnishing of Cannabis to a person under the age of 18;
  - d) the violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of Cannabis.

## LIQUOR LIABILITY EXCLUSION

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ENDORSEMENT NO:

Attaching to and forming part of Commercial General Liability Form.

This insurance does not apply to “bodily injury” or “property damage” for which any insured may be held liable by reason of;

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

## SEXUAL ABUSE EXCLUSION

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Attaching to and forming part of Commercial General Liability Form.

It is hereby agreed that this Policy shall not indemnify the Insured for any claim, loss, damages and claimants' costs, fees and expenses or defence costs arising out of or relating directly or indirectly to

1. the actual or threatened sexual abuse, harassment, molestation and or racial discrimination or the consequences thereof, by anyone of any person while in the care, custody or control of any insured; or
2. any retention, employment, investigation, supervision, reporting to or failure to report to the proper authorities of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by 1. above.

**Damage to Hired Autos Coverage Enhancement**

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Attached to and forming part of the Commercial General Liability, and the SPF 6 Standard Non-Owned Automobilepolicies'.

Except as otherwise provided in this Form, the following coverages' are subject to all terms, conditions, exclusions, stipulations and provisions applicable to the Commercial General Liability policy. The limit stated below applies to thecoverage, subject to the deductible stated on the Declarations of the Commercial General Liability.

**Summary of Coverages**

<b>Item</b>	<b>Coverage</b>	<b>Limit of Insurance</b>
	<b>A.</b> For attachment to the SPF 6 Standard Non-Owned Automobile:	
<b>Item 1</b>	<b>S.E.F. 94</b> – Legal Liability for Damage to Hired Automobiles	<b>\$75,000</b>
<b>Item 2</b>	<b>S.E.F. 99</b> – Excluding Long Term Leased Vehicle Endorsement	<b>Included</b>

**A. FOR ATTACHMENT TO THE SPF 6 STANDARD NON-OWNED AUTOMOBILE POLICY**

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Except as otherwise provided in this Form, the following coverage is subject to all limits, terms, conditions, exclusions, stipulations and provisions applicable to SPF 6 Standard Non-Owned Automobile Policy.

**ITEM 1 - S.E.F. 94 – LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES**

In consideration of the premium herein stated, the Policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections as specified in the Declarations.

**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 under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

Subsection 1 - **All Perils** - from all perils;

Subsection 2 - **Collision or Upset** - caused by collision with another object or by upset;

Subsection 3 - **Comprehensive** - from any peril other than by collision with another object or by upset;

The words "another object" as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any other object therein or thereon.

Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under subsection 3.

Subsection 4 - **Specified Perils** - caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

**Deductible Clause**

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect to which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection hereof.

**Two or More Automobiles**

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the liability, including the deductible provision, if any, under this Insurance Agreement.

The Insurer shall not be liable:

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- (2) under any subsection hereof for loss or damage
  - (a) to tires or consisting of or caused by mechanism fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused

- by fire, theft or malicious mischief covered by each subsection; or
- (b) to any automobile while being used without the consent of the owner thereof; or
  - (c) caused directly or indirectly by contamination by radioactive material; or
  - (d) to contents of trailers or to rugs or robes; or
  - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
  - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - (g) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
- (3) under subsections 3 (Comprehensive), 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any "employee" of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

#### **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.

#### **ITEM 2 – S.E.F. 99 – EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT**

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of the General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobiles" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application 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.

## USA JURISDICTION ENDORSEMENT

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Attaching to and forming part of Commercial General Liability Form.

It is hereby understood and agreed that in respect of any action brought in a court of law or in respect of any judgment, award, payment or settlement within countries which operate under the laws of the United States of America (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part), the following conditions shall apply

- A) Defence Costs incurred with the consent of the Underwriters in the defence or settlement or compromise of any such claim are included within the Limit of Indemnity and the Self-Assured Excess
- B) i) the Limit of Liability is restated as follows:-  
"Limit of Liability CAD 2,000,000 any one claim and in the aggregate"
- C) Underwriters will not be liable to indemnify the Insured for any claim arising out of
  - i) for or arising out of or relating directly or indirectly to actual, alleged or threatened seepage, pollution or contamination of any kind,
  - ii) for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever,

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED.

**S.P.F. No. 6 - Standard Non-Owned Automobile Policy**

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**WHEREAS AN APPLICATION HAS BEEN MADE BY THE APPLICANT (HEREINAFTER CALLED THE INSURED) TO THE INSURER FOR A CONTRACT OF AUTOMOBILE INSURANCE AND THE SAID APPLICATION FORMS PART OF THIS CONTRACT OF INSURANCE AND IS AS FOLLOWS:**

**INSURING AGREEMENT**

Now, Therefore, in Consideration of the payment of the premium specified and of the statements contained in the application 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 by or licensed in the name of the Insured, and resulting from

**BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:**

Provided always the Insurer shall not be liable under this 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 (Not applicable in the Province of Ontario)
  - 1) by any workmen's 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 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
- (d) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

**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 judgement upon that part of the judgement which is within the limits of the Insurer's liability; and

4. in the case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as maybe 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 Section A of Item 7 of the application; and
6. not set up any defence 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 INSURED**

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 Item 3 of the application, 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 an 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 or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those 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, used under the control of the Insured in the business stated in Item 3 of the application 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 Item 3 of the application 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 liability under Section A.

**6. PREMIUM ADJUSTMENT**

The Advance Premium stated in Item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this Policy.

**STATUTORY CONDITIONS**

In addition to the Statutory Conditions that follow: The Statutory Conditions for Non-Owned Automobile Insurance as set out in the Insurance Act of the Province in which this Policy covers shall form part of the Policy.

The following Statutory Conditions apply to automobile policies in the Province of Alberta and in other jurisdictions if prescribed by legislation.

In any jurisdiction requiring the following statutory conditions and in the event of any disagreement between these statutory conditions and other provisions of this Non-Owned Automobile coverage, the relevant statutory condition(s) applies.

**STATUTORY CONDITIONS**

In these statutory conditions, unless the context otherwise requires, "insured" means a person insured by the contract whether named in the contract or not.

**MATERIAL CHANGE IN RISK**

1(1) The insured named in the contract must promptly notify the insurer or its agent in writing of any change in the risk material to the contract and within the insured's knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, "change in the risk material to the contract" includes

- a) any change in the insurable interest of the insured named in the contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the Bankruptcy and Insolvency Act (Canada), and
- b) in respect of insurance against loss of or damage to the automobile,
  - (i) any mortgage, lien or encumbrance affecting the automobile after the application for

- the contract, and
- (ii) any other insurance of the same interest, whether valid or not, covering loss or damage insured by the contract or any portion of the contract.

PROHIBITED USE BY INSURED

2(1) The insured must not drive or operate the automobile

- (a) unless the insured is for the time being either authorized by law or qualified to drive or operate the automobile,
- (b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,
- (c) while the insured is under the age of 16 years or under any other age prescribed by the law of the province in which the insured resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the insured,
- (d) for any illicit or prohibited trade or transportation, or
- (e) in any race or speed test.

PROHIBITED USE BY OTHERS

(2) The insured must not permit or allow 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 16 years or under any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,
- (b) by any person who is a member of the household of the insured while the person's licence to drive or operate an automobile is suspended or while the person's right to obtain a licence is suspended or while the person is prohibited under order of any court from driving or operating an automobile,
- (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 must

- (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 the contract, and
  - (c) forward immediately to the insurer every letter, document, advice or writ received by the insured from or on behalf of the claimant.
- (2) The insured must not
- (a) voluntarily assume any liability or settle any claim except at the insured's own cost, or
  - (b) interfere in any negotiations for settlement or in any legal proceeding.
- (3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must co-operate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE

4(1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

- (a) promptly give notice of the loss or damage in writing to the insurer with the fullest 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 90 days after the date of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, 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 subparagraph (1) of this condition is not recoverable under the contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, may be undertaken and no physical evidence of the loss or damage may be removed
- (a) without the written consent of the insurer, or
  - (b) until the insurer has had a reasonable opportunity to make the inspection for which provision is made in Statutory Condition 5.
- (4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.
- (5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.
- (6) Except where a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.
- (7) There must be no abandonment of the automobile to the insurer without the insurer's consent.
- (8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, vests in the insurer.
- (9) 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 of the loss or damage, those questions must be determined by a dispute resolution process as provided under the Insurance Act before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.
- (10) There is no right to a dispute resolution process until
- (a) a specific demand for it is made in writing, and
  - (b) the proof of loss has been delivered.

#### INSPECTION OF AUTOMOBILE

5 The insured must 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 must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted

under Statutory Condition 4(9), within 15 days after the decision is rendered.

- (2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 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.

#### 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 the case of absence or inability of the insured to give the 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) The contract may be terminated

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### NOTICE

9 (1) 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.

(2) 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 postal address as notified to the insurer.

(3) In this condition, "registered" means registered in or outside Canada.

**PART III**  
**Errors And Omissions - Platinum and Gold Package Photographers Liability**

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This endorsement modifies insurance under the following:

Part III-Commercial General Liability Form

Coverage A The following is added to Section I-

Coverages

**PHOTOGRAPHERS ERRORS AND OMISSIONS LIABILITY**

**1. Insuring Agreement**

For the insurance provided by this endorsement, Coverage A is extended to pay those sums that the Insured becomes legally obligated to pay as damages arising from the Insured's negligent act, error or omission in providing photography and/or videography services.

**2. Exclusions**

a. With respect to coverage provided by this endorsement, Exclusions is amended as follows:

o. Professional Services does not apply.

b. The following Exclusions are added:

This insurance does not apply to any claim:

- 1) resulting from willful, dishonest, fraudulent, criminal or malicious acts, errors or omissions committed by the Insured or any other person for whom the Insured is legally responsible;
- 2) resulting from plagiarism, infringement of copyright, trade name or trademark, or unlawful use of slogan or other intellectual property;
- 3) for reimbursement of costs of re-photographing, printing or printing materials;
- 4) resulting from insolvency or bankruptcy of the insured;
- 5) for guarantees, or estimates of probable costs, or cost estimates being exceeded;
- 6) resulting from writing, editing, or publishing any materials for customers;
- 7) resulting from the Insured's publishing activities;
- 8) arising out of laboratory or developing work performed for the Insured or the Insured's customers by any person or entity other than the Insured or the Insured's employees.

**3. Limits of Insurance**

The most we will pay in any one policy period under the Gold package is \$100,000.

The most we will pay in any one policy period under the Platinum package is \$250,000

## ACTIVITIES EXCLUSION

ENDORSEMENT NO:

Attaching to and forming part of Commercial General Liability Form.

This policy does not cover loss, injury, damage, liability or expense arising directly or indirectly out of the following activities;

Bootcamps, Sky diving, bungee jumping, canyoneering, caving, hang gliding, heli-hiking/heli-skiing, horse riding and other related equine related activities, hot air balloon rides, hunting, ice climbing, ice fishing, motorcycle/ATVs, mountain biking, own vehicle in a foreign country, parasailing, professional sports, rock/rope climbing, rappelling, zip line, scuba diving, skiing and snowboarding, stag and hen parties, white water activities (class 3-5 water), working holiday ranch and lodges, racing, polo playing, hang gliding, trekking, helicopter activities, water skiing, snow mobiles, rodeos, base jumping, contact sports, mountaineering, surfing, kite surfing, parachuting, paragliding, cage diving, motor sports (motorcycles, quad bikes, speed boats).

**The following are the Lloyd's clauses which attach to your policy wording**

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the Insurance Companies Act (Canada).

01/11/11  
LMA5185



## NOTICE CONCERNING PERSONAL INFORMATION

### Introduction:

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

### Consent to Collection:

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose, and consequences of the collection, use or disclosure of their personal information.

### How we Collect Information:

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

### What personal information we process about you and how it is used:

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

We collect, process, and store the following personal information about you:

1. Name
2. Address including postal code and country
3. Policy number
4. Claim number
5. Claim details

We also collect information about you when you visit [www.lloyds.com](http://www.lloyds.com) . Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(lloyds.com\)](http://Privacy - Lloyd's (lloyds.com))

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

### Who we disclose your information to:

For our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and

business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

#### **Use or disclosure without consent or further notification**

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.
- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

#### **Retention**

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

#### **Your rights**

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

#### **You have the following rights:**

### **The right to access**

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

### **The right to rectification**

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

### **The right to be forgotten**

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

### **The right to data portability**

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

### **The right to withdraw consent**

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

### **How to access your information and/or contact us**

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters  
Attention: Nicole Seymour, Privacy Officer  
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,  
P.O. Box 51 Toronto, Ontario M5J 2J2  
Tel: 1-416-360-1512  
E-mail: [LloydsCanada@lloyds.com](mailto:LloydsCanada@lloyds.com)  
08/23  
LSW1543E

## 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 Ombud Service.

### 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.

10/12  
LSW1565C

## 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**.

**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

## ELECTRONIC DATA ENDORSEMENT B

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.  
Listed Perils: Fire / Explosion

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01  
NMA2915



## STATUTORY CONDITIONS (Alberta)

### Misrepresentation

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

### Property of others

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

### Change of interest

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

### Material change in risk

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

premium.

### Termination of insurance

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

### Requirements after loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so

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

## **Fraud**

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

## **Who may give notice and proof**

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

refuses to do so or in the circumstances described in clause (a) of this condition.

### Salvage

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

### Entry, control, abandonment

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

### In case of disagreement

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

### When loss payable

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

**Repair or replacement**

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

**Notice**

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

23/09/2022  
LSW1814A

## STATUTORY CONDITIONS (British Columbia)

### Misrepresentation

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

### Property of others

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

### Change of interest

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

### Material change in risk

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

### Termination of insurance

5. (1) The contract may be terminated
  - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or

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

#### Requirements after loss

- 6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - (vii) stating the place where the insured property was at the time of loss,
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - (d) if required by the insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this

condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

### **Fraud**

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

### **Who may give notice and proof**

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
- (a) by the agent of the insured, if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

### **Salvage**

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

### **Entry, control, abandonment**

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

### **In case of disagreement**

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



- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

**When loss payable**

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

**Repair or replacement**

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

**Notice**

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

01/07/12  
LSW1815

## STATUTORY CONDITIONS (Manitoba)

### Misrepresentation

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

### Property of others

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

### Change of interest

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

### Material change in risk

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

### Termination of contract

5. (1) The contract may be terminated
  - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or

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

#### Requirements after loss

- 6. (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
    - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - (vii) stating the place where the insured property was at the time of loss,
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - (d) if required by the insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.(2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of

Statutory Conditions 12 and 13.

**Fraud**

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

**Who may give notice and proof**

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under of Statutory Condition 6 (1) (b) may be made
- (a) by the agent of the insured if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

**Salvage**

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

**Entry, control, abandonment**

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

**In case of disagreement**

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

- (b) the proof of loss has been delivered to the insurer.

**When loss payable**

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

**Replacement**

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

**Notice**

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

17/10/14  
LSW1851

**FRAUDULENT CLAIM CLAUSE**

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062

4 September 2006

## **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

**SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94  
LSW1001



**WAR AND CIVIL WAR EXCLUSION CLAUSE**

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

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38  
NMA464

**RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE**  
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4/4/68  
NMA1622

**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

LLOYD'S

**[Insert class] INSURANCE**

Effected with certain Lloyd's Underwriters **[Insert term used in coverage wordings attached, eg: "the company", "the insurer", etc.]** through

Lloyd's Approved Coverholder ("the Coverholder"):

**[Insert name and complete address of Canadian Coverholder]**

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

#### **IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 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.

07/22  
LSW1550A

## 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)

## TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision 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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or 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 any act of terrorism.

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.

08/10/01  
NMA2920

**COMMUNICABLE DISEASE ENDORSEMENT  
(In relation to your property cover)**

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



**PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL  
SUBSTANCES (PFAS) EXCLUSION NO. 1**

**(For use on liability insurance policies)**

1. This POLICY does not cover any claim for 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 any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
2. For the purposes of this Exclusion, 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, contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
  - a. perfluorinated methyl group (-CF<sub>3</sub>); or
  - b. perfluorinated methylene group (-CF<sub>2</sub>-).

LMA5595A

10<sup>th</sup> October 2023

**BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03

NMA2962

## 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 US\$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.

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## CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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LLOYD'S

**[Insert class] INSURANCE**  
Effected with certain Lloyd's Underwriters **[Insert term used in coverage wordings attached, eg: "the company", "the insurer", etc.]** through  
Lloyd's Approved Coverholder ("the Coverholder"):  
**[Insert name and complete address of Canadian Coverholder]**

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

**DECLARATIONS**

**POLICY NO:**

**INSURED NAME:**

**INSURED ADDRESS:**

**PERIOD OF INSURANCE:**

**from:**

**to:**

(both days at 12:01 a.m. Standard Time at the Address of the Insured).

**PREMIUM:**

**LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:**

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **[insert number]** (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 **[Insert name of Canadian Coverholder]**.

**Per** .....

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd’s Underwriters’ insurance business in Canada.

LSW1548D  
15 April 2022





**\*THE FOLLOWING EXTENSIONS APPLY IF INDICATED ON THE DECLARATIONS PAGE:**

- Professional Liability Exclusion
- Tour Operators Liability Exclusion
- Subcontractors Clause

**PROFESSIONAL LIABILITY EXCLUSION**

ENDORSEMENT NO:

Attaching to and forming part of Commercial General Liability Form.

This policy does not cover any claims, costs or expenses arising directly or indirectly out of errors, omissions or negligence in any;

1. advice given or tendered by or on behalf of the Insured;
2. plan, survey, report, certificate or similar document;
3. design, formula, instruction or specification;
4. computer programmes;
5. financial or legal advice regarding wills and power of attorney;

By or on behalf of the Insured.

**TOUR OPERATORS LIABILITY EXCLUSION**

ENDORSEMENT NO:

Attaching to and forming part of Commercial General Liability Form.

This Policy does not provide indemnity in respect of liability arising out of the operation or arrangement by or on behalf of the insured of travel, accommodation or leisure activities or facilities for customers of the insured.

**SUBCONTRACTORS CLAUSE (CAD 2M)**

ENDORSEMENT NO:

Attaching to and forming part of Commercial General Liability Form.

It is a condition precedent to liability that the Insured;

1. Has in place a system of checks to ensure that any subcontractor engaged by or on behalf of the Insured maintains in force for the period of the contract with the Insured;
  - a. General liability insurance with a limit of indemnity no less than CAD 2M any one occurrence;
  - b. Indemnity to the insured as principal;
  - c. Cover for the activity undertaken for the Insured.
2. Keeps a record of the subcontractor's public liability insurer and policy number for a minimum of 5 years.