



ALLSPORT COMMERCIAL GENERAL LIABILITY AND PROPERTY INSURANCE
 Effected with certain Lloyd's Underwriters "the Insurer"
 through Lloyd's Approved Coverholder ("the Coverholder"):
MARKEL
 1100 Melville Street, Suite 750
 Vancouver, BC V6E 4A6

DECLARATIONS

Policy Number AL1064	Replacing Policy Number R/C	Broker SBC INSURANCE AGENCIES LTD.	
Policy Period From	AUGUST 14, 2018	To	AUGUST 14, 2019
			12:01 a.m. Standard Time at Postal Address of the Named Insured as stated herein.
Name of Insured and Postal Address	B.C. ATHLETICS ASSOCIATION & ITS MEMBER CLUBS 2001-B 3713 Kensington Ave. , Burnaby, BC V5B 0A7		
Description of Operations	ATHLETIC ACTIVITIES		
In return for payment of the premium, and subject to the terms of this policy, we agree to provide the insurance as stated in this policy.			
		Deductible	Limits
			Premium
COMMERCIAL GENERAL LIABILITY POLICY - ASIM 100 (6/90)			
Each Occurrence			5,000,000 28,680
Tenants Legal Liability-any one premises	500	250,000	Incl.
Medical Expense-any one person		1,000	Incl.
Aggregate Limit-Products/Completed Operations Hazard		5,000,000	Incl.
Bodily Injury/Property Damage & Legal Expense Deductible		500	
Errors & Omissions Liability (Directors & Officers/Wrongful Acts)		500	2,000,000 Incl.
Legal Defense Expenses - Each Occurrence/Annual Aggregate ASLD (1/08)		500	25,000 1,550
Non Owned Automobile S.P.F. 6			5,000,000 Incl.
Location of Premises you own or occupy - Various			Total Premium \$ 39,228
Premium Basis	Rate	Premium	Endorsements attached to this document: Incidental Medical Malpractice Liability AS01 Sports & Social Activities Definition of Members Cyber Risk Extension Endorsement CYB01-E Employee (amended definition) Exclusion Data Exclusion 2000CL AL
84 Clubs (approx 6,400 members)	\$270	\$22,680	
Day of Event members - tba	0.16	\$2,800 (deposit)	
School Club program		\$2,600	
Cyber Risk Extension Endorsement		\$600	
Minimum Premium - \$29,421 (retained)			.../2

The insurance contract consists of this Declarations page & all coverage wordings, statutory conditions, riders or endorsements 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. MKL2018001, UMRB6027 MKL2018001 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

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 **MARKEL CANADA LIMITED**

Per

Huan Bailey

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.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

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

Aug 10, 2018

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DECLARATIONS (cont'd)

Insured				
B.C. ATHLETICS ASSOCIATION & ITS MEMBER CLUBS				
Coverage	Co-ins.	Deductible	Limits	Premium
Terrorism Exclusion 2002CL AL Asbestos Exclusion 1998CL AL Fungi Exclusion 1999CL AL				
Applicable to BC Athletics Association				
Property Multi-Peril				
Office Contents 075700 AL	90%	500	90,000	459
Miscellaneous Property Floater 031910 AL				
on equipment (as on file)	100%	500	106,350	3,796
on laptops (10)	100%	500	21,000	1,071
on legacy equipment	100%	500	240,280	3,672
Policy Conditions 440000 AL				
Replacement Cost Endorsement 400510 AL				
Data Exclusion 2000CP AL				
Terrorism Exclusion 2002CP AL				
Fungi Exclusion 1999CP AL				
Location: 2001-B, 3713 Kensington Ave., Burnaby, BC V5B 0A7				
	P128	500	90,000	\$8,998

The statutory conditions and additional conditions apply with respect to all the perils insured by this policy and to the liability coverage, where provided, except where these conditions may be modified or supplemented by riders or endorsements attached.

STATUTORY CONDITIONS

1. **MISREPRESENTATION:** If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
2. **PROPERTY OF OTHERS:** Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.
3. **CHANGE OF INTEREST:** The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.
4. **MATERIAL CHANGE:** Any change material to the risk and within the control and knowledge of the Insured, voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local broker; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.
5. **TERMINATION:**
 - 1) This contract may be terminated:
 - A) By the Insurer giving to the Insured fifteen (15) days' notice of termination by registered mail or five (5) days' written notice of termination personally delivered.
 - B) By the Insured at any time on request.
 - 2) Where this contract is terminated by the Insurer:
 - A) The Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired times, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - B) The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
 - 3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time deemed to be less than any minimum retained premium specified.
 - 4) The refund may be paid by money, postal or express company money order or cheque payable at par.
 - 5) The fifteen (15) days mentioned in clause A) or 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.
6. **REQUIREMENT AFTER LOSS:**
 - 1) Upon the occurrence of any loss or damage to the Insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:
 - A) Forthwith give notice thereof in writing to the Insurer;
 - B) Deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
 - I. Giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed.
 - II. Stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes.
 - III. Stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured.
 - IV. Showing the amount of other insurances and the names of other Insurers.
 - V. Showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property.
 - VI. Showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract.
 - VII. Showing the place where the property insured was at the time of loss;
 - C) If required, give a complete inventory of undamaged property and showing detail quantities, cost, actual cash value;
 - D) If required and practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declarations, and furnish a copy of the written portion of any other contract.
 - 2) The evidence furnished under clauses C) and D) of sub-paragraph 1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
7. **FRAUD:** Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.
8. **WHO MAY GIVE NOTICE AND PROOF:** Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.
9. **SALVAGE:**
 - 1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
 - 2) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph 1) of this condition according to the respective interest of the parties.
10. **ENTRY, CONTROL, ABANDONMENT:** After loss or damage to insured property, the Insurer has an immediate right to access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage and, after the Insured has secured the property, of further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.
11. **APPRAISAL:** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.
12. **WHEN LOSS PAYABLE:** The loss is payable within sixty (60) days after the completion of the proof of loss, unless the contract provides for a shorter period.
13. **REPLACEMENT:**
 - 1) The Insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipts of the proofs of loss.
 - 2) In the event the Insurer shall commence to so repair, rebuild or replace the property within forty-five days after receipts of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
14. **ACTION:** Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.
15. **NOTICE:** Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in our outside Canada.

COMMERCIAL GENERAL LIABILITY POLICY

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

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

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, AND D. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking those damages, but:
 - 1) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) we may investigate and settle any claim or "action" at our discretion; and
 - 3) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- b. Compensatory Damages because of "bodily injury" include compensatory damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages:
 - 1) assumed in a contract or agreement that is an "insured contract"; or
 - 2) that the insured would have in the absence of the contract or agreement.
- c. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- d.
 - 1) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any insured of:
 - a) any "automobile";
 - b) any motorized snow vehicle or its trailers;
 - c) any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - d) any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
 - 2) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.
This exclusion does not apply to "bodily injury" to an employee of the insured on whose behalf contributions are made or required to be made by the insured under the provisions of any workers compensation law.
- e. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any insured of any watercraft.
This exclusion does not apply to:

- 1) a watercraft while ashore on premises you own or rent;
 - 2) a watercraft you do not own that is:
 - a) less than 8 meters long; and
 - b) not being used to carry persons or property for a charge.
 - 3) "Bodily injury" to any employee of the insured on whose behalf contributions are made or required to be made under the provisions of any workers compensation law.
- f. 1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any insured of:
- a) any aircraft; or
 - b) any air cushion vehicle.
- 2) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- g. "Property damage" to:
- 1) property you own, rent or occupy;
 - 2) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - 3) property loaned to you;
 - 4) personal property in your care, custody or control;
 - 5) that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
 - 6) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.
- Paragraph 2) of this exclusion do not apply if the premises are "your work" and were never occupied, rented or held for rental by you.
- Paragraphs 3), 4), 5) and 6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
- Paragraph 6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".
- h. "Property damage" to "your product" arising out of it or any part of it.
- i. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".
This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- j. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

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

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

- k. Any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - 1) "your product";
 - 2) "your work"; or
 - 3) "impaired property";if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- l. Pollution Liability - see Common Exclusions.
- m. Nuclear Liability - see Common Exclusions.
- n. War Risks - see Common Exclusions.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D. We will have the right and duty to defend any "action" seeking those compensatory damages but:
 - 1) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) we may investigate and settle any claim or "action" at our discretion; and
 - 3) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.
- b. This insurance applies to "personal injury" only if caused by an offence:
 - 1) committed in the "coverage territory" during the policy period; and
 - 2) arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

- c. This insurance applies to "advertising injury" only if caused by an offense committed:
 - 1) in the "coverage territory" during the policy period; and
 - 2) in the course of advertising your goods, products or services.

2. Exclusions

This insurance does not apply to:

- a. "Personal injury" or "advertising injury":
 - 1) arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - 2) arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - 3) arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the insured; or
 - 4) for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- b. "Advertising injury" arising out of:
 - 1) breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - 2) the failure of goods, products or services to conform with advertised quality or performance;
 - 3) the wrong description of the price of goods, products or services; or
 - 4) an offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - 1) on premises you own or rent;
 - 2) on ways next to premises you own or rent; or
 - 3) because of your operations;provided that:
 - a) the accident takes place in the "coverage territory" and during the policy period;
 - b) the expenses are incurred and reported to us within one year of the date of the accident; and
 - c) the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - 1) first aid at the time of an accident;
 - 2) necessary medicinal, surgical, x-ray and dental services, including prosthetic devices; and
 - 3) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

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

COVERAGE D. TENANT'S LEGAL LIABILITY

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D. This insurance applies only to "property damage" to premises rented to you or occupied by you. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking compensatory damages but:

- a. the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- b. we may investigate and settle any claim or "action" at our discretion; and
- c. our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A, B or D or medical expenses under Coverage C.

2. Exclusions

This insurance does not apply to:

- a. "Property damage" expected or intended from the standpoint of the insured.
- b. "Property damage" for which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the insured would have in the absence of the contract or agreement.
- c. Pollution Liability - see Common Exclusions.
- d. Nuclear Energy Liability - see Common Exclusions.
- e. War Risks - see Common Exclusions.

COVERAGE E. ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of "wrongful act", to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D and E. We will have the right and duty to defend any "action" seeking those compensatory damages. But:
 - 1) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) we may investigate and settle any claim or "action" at our discretion; and
 - 3) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, D or E or medical expenses under Coverage C.
- b. This insurance applies to "wrongful act" only:
 - 1) committed in the "coverage territory" during the policy period; and
 - 2) arising out of the conduct of your operation.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury", "personal injury" or "property damage".
- b. Your gaining in fact any personal profit or advantage to which you were not legally entitled.
- c. Acts of fraud or dishonesty.

- d. Any failure or omission on your part to effect and maintain insurance.
- e. 1) claims or "action" seeking relief, or redress, in any form other than money damages;
2) for fees or expenses relating to claims, demands or actions seeking relief or redress, in any form other than money damages.
- f. Pollution Liability - see Common Exclusions.
- g. Nuclear Liability - see Common Exclusions.
- h. War Risks - see Common Exclusions.

COMMON EXCLUSIONS - COVERAGES A, C, D AND E

1. Pollution Liability

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

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

Subparagraphs 1) and 4)a) of paragraph A. of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire". As used in this Exclusion, a "hostile fire" means one which becomes uncontrollable, or breaks out from where it was intended to be.

2. Nuclear Energy Liability

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

As used in this policy:

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

- c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- 4) the term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

3. War Risks

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

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E

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

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to \$100 a day because of time off from work.
- d. All costs taxed against the insured in the "action" and any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by you or, in the case of volunteers, within the scope of their duties assigned by you. However, except as provided in b. below, none of these employees or volunteers is an insured for:
 - 1) "bodily injury" or "personal injury" to any person who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law; or
 - 2) "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - 3) "property damage" to property owned or occupied by or rented or loaned to that employee or volunteer, any of your other employees or volunteers, or any of your partners or members (if you are a partnership or joint venture).

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

- b. Any member while participating in or training for a sanctioned sporting or social event.
- c. Any person (other than your employees or volunteers), or any organization while acting as your real estate manager.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
 - 1) with respect to liability arising out of the maintenance or use of that property; and
 - 2) until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- f. Municipalities, Government departments, sponsors and owners of facilities in whose name you have agreed to provide insurance are added as additional Insureds, but only for their vicarious liability arising out of your operations.

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A and D does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal injury" or "advertising liability" arising out of an offence committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "actions" brought; or
 - c. Persons or organizations making claims or bringing "actions".
2. The Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Compensatory damages under Coverage B - Personal and Advertising Injury Liability;
 - c. Compensatory damages under Coverage E - Errors and Omissions Liability;
 - d. Compensatory damages under Coverage A - Bodily Injury and Property Damage Liability, arising out of the "products-completed operations hazard".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Compensatory damages under Coverage A and Coverage B; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. The Tenants' Legal Liability Limit is the most we will pay under Coverage D for compensatory damages because of "property damage" to any one premises.
5. Subject to 3. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
6. Subject to 2. above, the Errors and Omissions Liability Limit is the most we will pay under Coverage E for compensatory damages because of a "wrongful act".

7. All Loss Deductible Coverage A:

Bodily Injury and Property Damage, Legal Fees Expenses - Coverage A:

It is agreed that our obligation under Coverage A to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the Declarations. The deductible amount applies to all compensatory damages because of bodily injury, property damages, legal fees and expenses as the result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

8. All Loss Deductible Coverage D (Tenants Legal Liability):

It is agreed that our obligation under this coverage to pay compensatory damages on your behalf because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount. The deductible amount applies to all compensatory damages because of property damage as the result of any one "occurrence". The terms of the policy including those with respect to (a) our rights and duties with respect to the defence of "actions" and (b) your duties in the event of an "occurrence", apply even although there is a deductible. We may pay any part or all of the deductible amount to settle any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

9. All Loss Deductible Coverage E:

It is agreed that our obligation under Coverage E to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the amount indicated in the Declarations. The deductible amount applies to all compensatory damages because of "wrongful act", legal fees and expenses as the result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

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

2. **Canadian Currency Clause**

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

3. **Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - 1) 15 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - 2) 30 days before the effective date of cancellation if we cancel for any other reason. In Quebec, if notice is mailed, cancellation takes effect 15 or 30 days after receipt of notice by the post office to which it is addressed depending upon the reason for cancellation. Proof of mailing will be sufficient proof of notice.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. The policy period will end on the date cancellation takes effect.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

4. **Changes**

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

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

- a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - 1) how, when and where the "occurrence" took place; and
 - 2) the names and addresses of any injured persons and of witnesses.
- b. If a claim is made or "action" is brought against an insured, you must see to it that we receive prompt written notice of the claim or "action".
- c. You and any other involved insured must:
 - 1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - 2) authorize us to obtain records and other information;
 - 3) cooperate with us in the investigation, settlement or defence of the claim or "action"; and
 - 4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this Insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Examination of Your Books and Records

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

7. Inspections and Surveys

We have the right but are not obligated to:

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

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

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

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

8. Legal Action Against Us

No person or organization has a right under this policy:

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

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

9. Other Insurance

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

- a. Primary Insurance

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

b. Excess Insurance

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

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

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

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

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

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

c. Method of Sharing

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

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

10. Premium Audit

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

11. Premiums

The first Named Insured shown in the Declarations:

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

12. Representations

By accepting this policy, you agree:

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

13. Separation of Insureds, Cross Liability

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

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

14. Transfer of Rights of Recovery Against Others to Us

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

15. Transfer of Your Rights and Duties Under this Policy

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

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

SECTION V - DEFINITIONS

1. "Action" means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which you must submit with our consent.
2. "Advertising Injury" means injury arising out of one or more of the following offences:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation or advertising ideas of style of doing business;
3. "Automobile" means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.

4. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Coverage territory" means:
 - a. Canada and the United States of America (including its territories and possessions);
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - 1) the injury or damage arises out of:
 - a) goods or products made or sold by you in the territory described in a. above; or
 - b) the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - 2) the Insured's responsibility to pay compensatory damages is determined in an "action" on the merits, in the territory described in a. above or in a settlement we agree to in writing.
6. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of the contract or agreement; if such property can be restored to use by:
 - 1) the repair, replacement, adjustment or removal of "your product" or "your work"; or
 - 2) you have failed to fulfill the terms of a contract or agreement.
7. "Insured Contract" means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - d. Any other easement agreement;
 - e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
 - f. An elevator maintenance agreement; or
 - g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay compensatory damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- 1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- a) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - 2) under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in 1) above and supervisory, inspection or engineering services.
8. "Occurrence" means accident, including continuous or repeated exposure to substantially the same general harmful condition.
9. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following offences:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
10. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except
- 1) products that are still in your physical possession; or
 - 2) work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- 1) when all of the work called for in your contract has been completed;
 - 2) when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
 - 3) when that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
11. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.

12. "Wrongful Act" means:

- a. Any actual or alleged error, misstatement, or misleading statement by an insured;
- b. Any actual or alleged act, omission, neglect or breach of duty by an insured.

A "wrongful act" does not include any activity of an insured who is a member of a licensed or certified profession where such activity is related to the practice of such profession, whether on a voluntary basis or otherwise.

13. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1) you;
 - 2) others trading under your name; or
 - 3) a person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

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

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

14. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

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

ALL SPORT LEGAL DEFENSE EXPENSES COVERAGE FORM

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word insured means any person or organization qualifying as such under SECTION III – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

SECTION I – COVERAGE

1. Insuring Agreement

We will reimburse only "legal defense expenses" incurred by the insured by reason of any "proceeding(s)" commenced against the insured in the "coverage territory" and reported to us during the "Policy Period" provided that at the effective date of the policy the insured had no knowledge or could not reasonably foresee any circumstance that might result in a "proceeding(s)". But:

- (a) The amount we will reimburse for "legal defense expenses" is limited as described in section IV – LIMITS OF INSURANCE;
- (b) Our obligation to reimburse for the insured "legal defense expenses" ends when the applicable limit of insurance is exhausted;
- (c) A "proceeding(s)" resulting in "legal defense expenses" will be deemed to have been commenced when notice of such "proceeding(s)" is received and recorded by you or by us, whichever comes first;
- (d) All "proceeding(s)" resulting in "legal defense expenses" from the same person or organization will be deemed to have been commenced at the time the first of those "proceeding(s)" is made against you.

SECTION II - EXCLUSIONS

This insurance does not apply to:

1. Any damages, fines and penalties or expenses levied against the insured, except expenses included within the definition of "legal defense expenses".
2. "Legal defense expenses" incurred as a result of a "proceeding(s)" involving:
 - (a) Any dishonest, fraudulent, criminal, willful or malicious act or omission committed by any insured except as it applies to a "proceeding(s)" under any Provincial or Federal Human Rights legislation or the Canadian Charter of Rights and Freedoms;
 - (b) Criminal charges against an Insured;

- (c) Any violation or contravention of a highway traffic act, workers' compensation act or any similar provincial statutes;
 - (d) Any "abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse".
3. Any "legal defense expenses" incurred by reason of any "proceeding(s)" for which coverage is provided elsewhere in any other insurance contract.
 4. The reimbursement of any "legal defense expenses" which is prohibited by law or statute.

SECTION III – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business;
 - (c) An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders.

2. Each of the following is also an insured:

Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by you, or, in the case of volunteers, within the scope of their duties assigned by you.

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

SECTION IV – LIMITS OF INSURANCE

1. The limits of insurance stated in the Declarations for "legal defense expenses" and the rules below fix the most we will reimburse regardless of the number of:
 - (a) insureds;
 - (b) "proceeding(s)" brought; or
 - (c) persons or organizations instituting "proceeding(s)".
2. The AGGREGATE LIMIT is the most we will reimburse for all "legal defense expenses" arising out of "proceeding(s)" commenced against the insured during the "Policy Period".
3. Subject to 2. above the EACH OCCURRENCE LIMIT is the most we will reimburse for all "legal defense expenses" arising of any one "proceeding(s)".

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

SECTION V. - GENERAL CONDITIONS

1. Arbitration Clause

Any dispute arising from this Coverage Form will be decided by a single arbitrator. The arbitrator will be either:

- A lawyer agreed upon by the parties, or failing agreement,
- A person appointed by a judge of the Supreme Court (or equivalent) of the province or territory in which the insured member resides.

The arbitration will be governed by the arbitration legislation of the province or territory in which the insured member resides. The decision of the arbitrator will be final and binding on the insured member and the Company. All costs of the arbitrator will be paid by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator will have the power to allocate costs. The cost of arbitration, including the fees of the arbitrator, shall be shared equally unless the arbitrators decide otherwise. The arbitration shall be held at the times and places agreed upon by the arbitrators.

2. Canadian Currency Clause

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

3. Duties In The Event Of A "Proceeding(s)"

- (a) The insured must give written notice by mail, facsimile or by hand to us as soon as practicable after being made aware of a "proceeding(s)" for which coverage would be afforded under this Coverage Form, but in no event later than thirty (30) days following the expiration of the "Policy Period";
- (b) Any claim for reimbursement of "legal defense expenses" shall be forwarded to us within thirty (30) days following the receipt by the insured of a detailed account for legal services rendered and disbursements incurred.

4. Insured Collaboration

The insured shall be responsible to mitigate and control the "legal defense expenses" arising out of "proceeding(s)" in which the insured may be involved.

5. Other Insurance

This insurance shall not contribute to or respond as excess above any other valid and collectible insurance in place that provides the same coverage at the time of the loss. Permission is granted to the insured to place excess insurance over and above this Coverage Form provided it is specified within the excess coverage form that the coverage granted under this form is primary.

6. Changes

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

7. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form.

8. Representations Or Fraud

By accepting this Coverage Form, you agree:

- (a) The statements in the Declarations are accurate and complete;
- (b) Those statements are based upon representations you made to us;
- (c) We have issued this Coverage Form in reliance upon your representations; and
- (d) This Coverage Form is void in any case of fraud or concealment or misrepresentation of any material fact or circumstance by you as it relates to this Coverage Form or any "proceeding(s)" resulting in "legal defense expenses" under this Coverage Form.

9. Separation Of Insureds, Cross Liability

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

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each insured against whom a "proceeding(s)" resulting in "legal defense expenses" is brought.

10. Statutory Conformity

Terms of this Coverage Form, which are in conflict with the statutes of the province wherein this Coverage Form is issued are hereby amended to conform to such statutes.

11. Termination

- (a) The first Named Insured shown in the Declarations may terminate this Coverage Form by mailing or delivering to us advance written notice of termination.
- (b) Subject to paragraph c. below, we may terminate this Coverage Form by giving to the first Named Insured:
 - (1) 5 days written notice of termination personally delivered, or
 - (2) 15 days notice of termination by registered mail if termination is for non-payment of premium, or
 - (3) 30 days notice of termination by registered mail if termination is for any other reason.

Registered mail termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination.

- (c) To the extent that the Civil Code of the Province of Quebec is applicable to this Coverage Form General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply. Accordingly, we may terminate this Coverage Form by giving to the first Named Insured:
 - (1) 15days notice of termination by registered mail if termination is for non-payment of premium, or
 - (2) 30 days notice of termination by registered mail if termination is for any other reason.

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

- (d) The "Policy Period" will end on the date termination takes effect.
- (e) If this Coverage Form is terminated, we will send the first Named Insured any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

12. Transfer Of Rights Of Recovery Against Others To Us

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

13. Transfer Of Your Rights and Duties Under This Coverage Form

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

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

SECTION VI. – DEFINITIONS

1. "Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. "Business of the insured" means the description of operations in the Declarations.
3. "Coverage Territory" means Canada.
4. "Legal Defense Expenses" means reasonable fees and disbursements payable by the insured to defense counsel for legal services incurred by reason of the defense of a "proceeding(s)".
5. "Policy Period" means the period of one year following the effective date of this Coverage Form or the latest renewal date thereof, or any lesser period of the time between the effective date or the latest renewal date and the termination of the Coverage Form if less than one year.
6. "Proceeding(s)" means:
 - (a) A written demand for non-monetary relief;
 - (b) A civil proceeding seeking relief or damages arising out of an alleged breach of any Provincial or Federal Human Rights or Charter of Rights or alleging a breach of the Canadian Charter of Rights and Freedoms;
 - (c) A formal administrative or regulatory proceeding arising out of an alleged breach of any Provincial or Federal Human Rights or Charter of Rights or alleging a breach of the Canadian Charter of Rights and Freedoms commenced by the filing of a notice of charges, formal investigative order or similar document against any insured, including any appeal therefrom.

STANDARD NON-OWNED AUTOMOBILE POLICY (S.P.F. 6)

WITH RESPECT TO VEHICLES USED IN THE INSURED'S BUSINESS:

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:
 - 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 any liability assumed by any person insured by this policy voluntarily under any contract or agreement unless it is in written form; or
 - d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of such person; or
 - e) for any amount in excess of the limit stated in the Liability Schedule 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.
- * Not applicable in the Province of Ontario.

ADDITIONAL AGREEMENTS OF INSURER

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

- 1. upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- 2. to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3. to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- 4. in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5. be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than stated in the Liability Schedule; and
- 6. not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

This Policy is valid only when attached to and forming part of one of the Insurer's standard policies providing liability insurance.

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 in Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
- b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

GENERAL PROVISIONS AND DEFINITIONS

1. ADDITIONAL INSUREDS

The insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer, or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in the Liability Schedule, any automobile not owned in whole or in part by or licensed in the name of the (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 the Liability Schedule but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in the Liability Schedule 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 one automobile as respects limits of liability under Section A.

6. PREMIUM ADJUSTMENT

The Advance Premium stated in the Liability Schedule is computed on:

1. 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, and
2. 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.

7. LIMITS OF LIABILITY

Non-Owned Automobile

Each accident: The Limit of Liability stated in the Declarations for Non-Owned Automobiles as applicable to "each accident" is the limit of the Insurer's liability (exclusive of interest and costs) for loss or damage resulting from Bodily

Injury to or the Death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.

STATUTORY CONDITIONS
(YUKON TERRITORY, NORTHWEST TERRITORIES, ALBERTA, ONTARIO, NEW BRUNSWICK, NOVA SCOTIA, PRINCE EDWARD ISLAND AND NEWFOUNDLAND)

In these statutory conditions, unless context otherwise requires, the word “Insured” means a person insured by this contract whether named or not.

NOTE: All of the Statutory Conditions contain the above wording. However,

- in the Yukon Territory, the following additional section appears:
“With respect to Section B only Statutory Conditions 1, 8 and 9 shall apply.”
- in Prince Edward Island, the wording is contained in sub-condition (1) of Condition 1.
- in Alberta, the following additional sentence appears:
“Statutory Conditions 2, 3, 4, 5, 6 and 7 shall not apply to Section B – Accident Benefits.”
- in the Northwest Territories, there is an additional wording reading:
“and the words ‘insured person’ mean an Insured and includes any person to whom benefits may be payable under the Accident Benefits set out in the schedule to the Insurance Ordinance. With respect to Section B only Statutory Conditions 1, 8 and 9 shall apply.”

MATERIAL CHANGE IN RISK

1.
 - 1) The Insured name in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.
 - 2) Without restricting the generality of the foregoing, the words “change in the risk material to the contract” include:
 - a) any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the Bankruptcy Act (Canada); and in respect of insurance against loss or damage to the automobile;
 - b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;
 - c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

NOTE: In Prince Edward Island Statutory Condition, sub-conditions 2 and 4 are identical with the above quoted Statutory Condition relating to material change in risk.

PROHIBITED USE BY INSURED

2. (1) The Insured shall not drive or operate the automobile,
 - a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - b) while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
 - c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which licence or permit to drive an automobile may be issued to him; or
 - d) for any illicit prohibited trade or transportation; or
 - e) in any race or speed test.

PROHIBITED USE BY OTHERS

- (2) The Insured shall not permit, suffer, allow or connive at the use of the automobile,
 - a) by any person
 - i. unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - ii. while that person is under the age of sixteen or under such other age at which a licence or permit to drive an automobile may be issued to him; or
 - b) by any person who is a member of the household of the Insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or

- c) for any illicit or prohibited trade or transportation; or
- d) in any race or speed test.

REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY

3. (1) The Insured shall:
- a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
 - b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
 - c) forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.
- (2) The Insured shall not:
- a) voluntarily assume any liability or settle any claim except at his own cost; or
 - b) interfere in any negotiations for settlement or in any legal proceeding.
- (3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE

4. (1) Where loss or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract,
- a) promptly give notice thereof in writing to the Insurer with the fullest information obtainable at the time;
 - b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
 - c) deliver to the Insurer within ninety (90) days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the Insured.
- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under sub-condition (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
- a) without written consent of the Insurer; or
 - b) until the Insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.

Examination of Insured

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

Insurer Liable for Cash Value of Automobile

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

Repair or Replacement

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

No Abandonment; Salvage

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

In Case of Disagreement

- (8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by the appraisal as provided under The Insurance Act (in Newfoundland, The Insurance Contracts Act) before there can be recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

INSPECTION OF AUTOMOBILE

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

TIME AND MANNER OF PAYMENT OF INSURANCE MONEY

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

When Action May be Brought

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

Limitation of Actions

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

NOTE: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in sub-condition (3) should read "2 years".

In the case of Nova Scotia, Newfoundland and Prince Edward Island sub-condition (3) reads as follows:

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

WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

7. Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this contract in case of absence or inability of the Insured to give 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) This contract may be terminated,
 - a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered.
 - b) by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer,
 - a) the Insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

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

NOTE: In the Northwest Territories, paragraph (a) of sub-condition 1 has the following words added: "and by notifying the registrar of motor vehicles as required by the Vehicles Ordinance".

NOTICE

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

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

In Witness Whereof, the Insurer has executed and attested these presents but this Policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

(S.E.F. NO. 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 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 thirty (30) days, used under the control of the Insured in the business stated in the Liability Schedule 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.

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL1064	B.C. ATHLETICS ASSOCIATION & ITS MEMBER CLUBS	AUGUST 14, 2018

INCIDENTAL MEDICAL MALPRACTICE LIABILITY

In consideration of an additional premium of \$ included , it is agreed that the definition of bodily injury is extended to include the following:-

Injury arising out of the rendering of or failure to render, during the policy period, the following services:-

- (1) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:-

- (a) expenses incurred by you for first aid to others at the time of an occurrence; **Condition (5) Your Duties in the Event of Occurrence, Claim or Action** is amended accordingly;
- (b) any insured engaged in the business or occupation of providing any of the services described under (1) and (2) above.

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ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL1064	B.C. ATHLETICS ASSOCIATION & ITS MEMBER CLUBS	AUGUST 14, 2018

SPORTS & SOCIAL ACTIVITIES ENDORSEMENT

It is understood and agreed that the insurance provided by this policy with respect to the playing of or taking part in practicing or training for sports shall apply only to sanctioned events as described below:-

Sanctioned events shall mean all games, competitions or sports demonstrations run by you or by member clubs authorized by you including related training. Authorization can either be by way of a written procedure manual or specific agreement in writing by your authorized executives.

It is also understood and agreed that social activities shall be covered, but only if sanctioned by the provincial sport governing body.

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ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL1064	B.C. ATHLETICS ASSOCIATION & ITS MEMBER CLUBS	AUGUST 14, 2018

DEFINITION OF MEMBERS

It is understood and agreed that "members" shall also include approved registered non-profit societies or approved organizing groups as per B.C. Athletics rules for sanctioned events.

It is further understood and agreed that Errors & Omissions Liability (Directors & Officers/Wrongful Acts) shall only apply to BC Athletics Associations and its Member Clubs.

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Standard Endorsements

Endorsement Ref : CYB01-E

CYBER RISK EXTENSION ENDORSEMENT

Form No. MC-CYBER-ENDT-E (ed. 03-01-16)

The following Insuring Clauses are added to and form part of the Policy. They are subject to the terms and conditions within this Extension Endorsement as well as the terms and conditions of the Policy which are not inconsistent with those below.

Throughout this Extension Endorsement the words, **You**, and **Your** refer to the named **Insured** shown in the Declarations and other persons or organizations qualifying has a named **Insured**. The words, **We**, **Us** and **Our** refer to the Insurer providing this insurance.

Limits of Liability

The Limits of Liability afforded under this Extension Endorsement are in addition to the **Limits of Liability** stated in the Declarations. This Extension Endorsement is subject to various Insuring Clauses and limits of insurance stated herein which includes all costs and expenses.

Insuring Clause	Limit of Liability	Deductible
A. Privacy and Data Breach Liability	\$500,000.00	Nil
B. Electronic Media Liability	\$500,000.00	Nil
C. Notification and Response Handling	\$50,000.00	Nil
D. Restoration and Increased Costs of Working	\$50,000.00	Nil
E. Reputation Protection	\$50,000.00	Nil
F. Extortion Threat Response	\$50,000.00	Nil

The total aggregate Limit of Liability that **We** will pay under this Extension Endorsement, inclusive of all costs and expenses is the sum of A. through F. shown above during the Policy Period stated in the Declarations.



Insuring Clauses

We agree, subject to the terms, limitations, exclusions and conditions of the Policy, to provide support services and make payment as described in each of the Insuring Clauses below:

- A. **Privacy and Data Breach Liability**
Pay on behalf of the **Insured** for sums which the **Insured** becomes legally liable to pay arising from any **Claim** first made against the **Insured** and reported during the Policy Period resulting from a **Data Breach or Unauthorized Access**.

- B. **Electronic Media Liability**
Pay on behalf of **Insured** for sums which the **Insured** becomes legally liable to pay arising from any **Claim** first made against the **Insured** and reported during the Policy Period resulting from an **Electronic Media Injury**.

- C. **Notification and Response Handling**
Reimburse the **Insured** for expenses that the **Insured** incurs to undertake notification requirements under **Data Breach Law**, or voluntarily incurs with **Our** consent, including where applicable credit monitoring services, following a **Data Breach or Unauthorized Access**.

- D. **Restoration and Increased Costs of Working**
Reimburse the **Insured** for **Restoration and Increased Costs of Working** arising from a **Data Breach or Unauthorized Access**.

- E. **Reputation Protection**
Reimburse the **Insured** for reasonable expenses incurred, with **Our** prior consent, for the services of a public relations professional including associated media expenses, to mitigate damage to the **Insured's** reputation or respond to any adverse publicity, that is the result of **Data Breach or Unauthorized Access** or **Electronic Media injury**.

- F. **Extortion Threat Response**
Reimburse the **Insured** for sums payable by the **Insured** including any extortion funds paid, where permitted by law and, with **Our** consent, to terminate any credible threat to cause **Data Breach or Unauthorized Access**.



Definitions

For the purpose of this Extension:

Claim means:

- 1) any claim form, writ or summons or other similar court document of any description whatsoever such as a cross claim or counter claim issued against or serviced upon **You**, or
- 2) any communication or allegation regarding an intention to claim damages from the **Insured** that is communicated to **You**.

All claims consequent upon or attributable to one originating source or cause will be deemed to be one **Claim**.

Data Breach Law means the following, as well as similar statutes and regulations as they currently exist and as amended and replaced from time to time, associated with the confidentiality, access, control and use of **Private Data** including, but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA), the Privacy Act, the Ontario Personal Health Information Protection Act, or other similar provincial or federal legislation or other similar privacy laws worldwide.

Data Breach or Unauthorized Access means the occurrence of the following events during the Policy Period:

- 1) any failure to comply with **Data Breach Law**, including but not limited to any computer security incident, intrusion, compromise, theft, loss or misuse of any **Private Data** or corporate data held by the **Insured** or **Service Provider**; or
- 2) a breach of the **Insured's** or the **Service Provider's** security measures, systems, procedures, or stated privacy policy, or any intentional violation, interception, or use or misuse of **Electronic Communications System**, including a denial of service attack, without the permission, knowledge or ratification of the **Insured**; or
- 3) the **Insured's** unintentional transmission of a computer virus or malware.

Electronic Communications System means the **Insured's** or **Service Provider's** wired, wireless, radio, electromagnetic, photo-optical or photo-electronic facility for the transmission of electronic communications; any electronic data processing system, network or related electronic equipment for the storage of such communications; and any computer.



Electronic Media Injury means:

- 1) libel, slander or any other form of disparagement;
- 2) invasion or infringement of the right of privacy or the right of publicity;
- 3) infringement of copyright, service mark, service name or trademark, title, trade dress, trade name or slogan and unfair competition alleged in connection therewith;
- 4) plagiarism, piracy or misappropriation of ideas under implied contract; or
- 5) infliction of emotional distress, mental anguish, false arrest or malicious prosecution;

which arises from the content of the **Insured's** website, intranet, extranet, email, blogs, bulletins boards, chat rooms or other internet forum, during the Policy Period.

Loss means a **Claim**.

Restoration and Increased Costs of Working means, with **Our** consent:

- 1) reasonable and necessary costs incurred by the **Insured** to engage the services of a third party computer security expert to determine the existence and cause of any **Data Breach or Unauthorized Access**;
- 2) reasonable and necessary costs incurred by the **Insured** to restore the **Insured's Electronic Communications System** to the condition that existed prior to a **Data Breach or Unauthorized Access**, including reconstruction of programs, electronic data and media which form a part of the **Insured's Electronic Communications System**;

Private Data means data containing an individual's:

- 1) drivers license or other government-issued identification number; unpublished telephone number; savings account, current account, credit card or debit card number each when in combination with the security code, access code, password or pin for such account or card number;
- 2) personal information as defined under PIPEDA and the regulations thereto or similar federal or provincial legislation;



- 3) personal health information as defined under the Ontario Personal Health Information Protection Act and the regulations thereto or similar provincial legislation; or
- 4) private personal information as defined under the law of a country other than Canada, which law is intended to provide for the protection of such private personal information; not including any lawfully available data accessible by the general public.

Service Provider means any natural person or entity that the **Insured** contracts with for a fee to hold, process or control any data or systems on behalf of the **Insured**.

Terrorism means the use of force or violence and/or the threat thereof, by any person or groups of persons, whether acting alone or on behalf of or in connection with any organizations or governments, 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.

Unlawful Association means any organization which is engaged in **Terrorism** and includes any organization or group which, at any relevant time, is a "terrorist group" within the meaning of the *Criminal Code*, RSC 1985, c.C-46, or an entity listed on the list of entities as stated in the *Regulations Establishing a list of Entities*, SOR/2002-284.

War means war, invasion, acts of foreign enemies, hostilities or warlike operations, whether war be declared or not, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Exclusions

The following exclusions apply only to the coverage provided by this Extension Endorsement. These exclusions apply in addition to the exclusions of the Policy to which this Extension Endorsement is attached to.

We will not be liable to pay on behalf of, or to the **Insured**, for any:

1. Betterment

for repairing, replacing or restoring the **Insured's Electronic Communications System** to a level beyond that it existed prior to any **Claim** or **Loss** from a **Data Breach or Unauthorized Access**.



2. Bodily Injury/Property Damage

- i) which results from any bodily injury, mental injury, mental anguish, shock, sickness, disease or death sustained by any person, unless such **Claim** for mental anguish or mental injury results directly from a **Data Breach or Unauthorized Access** or **Electronic Media Injury**, and is covered under an Insured Section of this Extension Endorsement.
- ii) which results from any loss, damage or destruction of property, including loss of use thereof, unless such **Claim** or **Loss** directly results directly from a **Data Breach or Unauthorized Access** and is covered an Insured Section of this Extension Endorsement.

3. Existing Claims or Losses

Arising from:

- i) any **Claim** or **Loss** made, threatened or initiated against the **Insured** prior to the Policy Period or the date this Extension Endorsement was added to the Policy (whichever is the later).
- ii) any **Claim** or **Loss** directly or indirectly arising out of, or in any way involving any fact or circumstance; of which written notice has been given under any previous Policy (whether insured by **Us** or not); or
- iii) any **Claim** or **Loss** directly or indirectly arising out of, or in any way involving any fact or circumstance of which the **Insured** first became aware prior to the Policy Period or the date this Extension Endorsement was added to the Policy (whichever is the later), and which the **Insured** knew or ought reasonably to have known had the potential to give rise to a **Claim** or **Loss**.

4. Fines or Penalties

any fine or penalty in imposed by law or that any **Insured** has agreed to pay for any reason.

5. Government Access

which results, directly or indirectly, from access to the **Insured's Electronic Communications System** by any government, governmental agency or sub-agency, or any agents thereof while acting on behalf of such entity.

6. Trading Losses

from:



- i) the **Insured's** loss of income, profit, mark-up, liability for any tax, levy or surcharge or its equivalent; or
- ii) any trading loss or trading liability of the **Insured** including those arising from the loss of any client, account or business.

7. Infrastructure Failures

any failure or interruption of the provision of infrastructure and utilities to the **Insured**, including but not limited to electricity provision, telecommunications service provision or internet service provision.

8. Wear and Tear

which results, directly or indirectly, from the wear and tear, progressive or gradual deterioration or ageing of the **Insured's Electronic Communication System**.

9. War And Terrorism

which results, directly or indirectly, from, in consequence of or in any way involving:

- i) **War**
- ii) **Terrorism**
- iii) any unlawful, wanton or malicious act committed by a person or persons acting on behalf of or in connection with any **Unlawful Association** regardless of any other cause or event contributing concurrently or in any other sequence to the **Claim** or **Loss**.
- iv) any 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 i) and/or ii) and/or iii) above.

Any unlawful act of an individual for the purpose of exacting malice solely against or commercial gain solely from the **Insured** or **Service Provider** and that causes **Data Breach or Unauthorized Access** or **Electronic Media Injury** will not be regarded as an act of **Terrorism**.

If **We** allege by reason of this exclusion that any loss, damage, cost or expense is not covered by this Extension Endorsement the burden of providing the contrary will be upon the **Insured**. In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder will still be of full force and effect.



Conditions

All information supplied by the **Insured** in connection with the Application for this Extension Endorsement whether supplied by or on behalf of the **Insured** will be incorporated into and forms the basis of the Policy and this Extension Endorsement. It will be a condition of the Extension Endorsement that all such information is true so far as is within the **Insured's** knowledge or could, with reasonable diligence, have been ascertained.

Claims Notification

In respect of the coverage under this Extension Endorsement, the **Insured** will give notice to **Us** promptly after the **Insured** first learns of any **Data Breach or Unauthorized Access, Loss or Claim**, receipt of any intention to make a **Claim** or any circumstances of which the **Insured** shall become aware which might reasonably be expected to give rise to a **Data Breach or Unauthorized Access, Loss or Claim**, provided always that such notice is given to **Us** during the Policy Period.

Except otherwise provided by this Extension Endorsement all terms and conditions of this Policy remain unchanged.

Dated: March 03, 2016



ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL1064	B.C. ATHLETICS ASSOCIATION & ITS MEMBER CLUBS	AUGUST 14, 2018

EMPLOYEE (AMENDED DEFINITION)

It is agreed that the word "employee" as used in this policy shall also be deemed to include contract employees while acting on behalf of the insured with respect to acts performed on behalf of the insured in that capacity.

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
AL1064	B.C. ATHLETICS ASSOCIATION & ITS MEMBER CLUBS	AUGUST 14, 2018

EXCLUSION

It is understood and agreed that societies or groups that have selected alternative liability insurance for BC Athletics sanctioned events are excluded under the within policy.

excl

This Endorsement Changes The Policy. Please Read It Carefully.

DATA EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Commercial General Liability Policy.

This insurance does not apply to any liability for:

- erasure, destruction, corruption, misappropriation, misinterpretation of "Data";
- erroneously creating, amending, entering, deleting or using "Data";

including any loss of use arising therefrom.

Additionally, this insurance does not apply to any "personal injury" or "advertising injury", if otherwise insured, 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".

Further, wherever used in this endorsement the term "Data" means representations of information or concepts, in any form.

All other terms and conditions remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Commercial General Liability Policy.

1. This Policy does not apply to "bodily injury", "property damage" or "personal injury" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal injury".
2. If Errors & Omissions Liability is included in the policy to which this endorsement is applicable, then this policy does not apply to loss, as defined in the said forms, arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to such loss.
3. The following definition is added:

Wherever used in this endorsement, or wherever used in any other endorsement or in any policy to which this endorsement is applicable, "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.

All other terms and conditions remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

ASBESTOS EXCLUSION

This endorsement modifies the coverage provided in those forms on the "Declarations Page" under the Commercial General Liability Policy.

- 1) This insurance shall not apply to and does not cover any actual or alleged "bodily injury", "property damage", "personal injury" or Medical Payments or any other cost, loss or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 2) If Errors & Omissions Liability is included in the policy to which this endorsement is applicable, then this insurance shall not apply to and does not cover any actual or alleged "wrongful act", as defined in the said forms, or any other cost, loss or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage", "personal injury", Medical Payments, "wrongful act" or any other cost, loss or expense.

All other terms and conditions remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

FUNGI & FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Commercial General Liability Policy.

- 1) This insurance shall not apply to:
 - a. "bodily injury", "property damage", "personal injury" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores"; or
 - b. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
 - c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

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

This exclusion shall not apply to "bodily injury" or "property damage" which results directly from:

1. a "products-completed operations hazard" not otherwise excluded by this policy;

The most we will pay under this exception for all "bodily injury" and "property damage" in any policy period is \$250,000.

The Limit of Insurance provided by this exception shall be included in and is not in addition to any other Limits of Insurance provided for "bodily injury" or "property damage" under the Liability section of this policy.

- 2) If Errors & Omissions Liability is included in the policy to which this endorsement is applicable, then this policy does not apply to:
 - a. "wrongful act", as defined in the said forms, 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; or
 - c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

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

For the purpose of this endorsement, the following definitions are added:

"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.

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

All other terms and conditions remain unchanged

OFFICE CONTENTS

1. Property Insured

This Policy insures office contents of the Insured usual to the office occupancy of the Insured, including manuscripts, furniture, fixtures, equipment and supplies, not otherwise covered under this Policy, and shall cover similar property held by the Insured and belonging in whole or in part to others for not exceeding the amount for which the Insured is liable; all while in or on the described buildings, or in the open (including within vehicles) on the described premises or within 100 feet thereof.

This coverage shall also include Tenant's Improvements and Betterments, meaning the Insured's use interest in fixtures, alterations, installations or additions comprising a part of the buildings occupied but not owned by the Insured and made or acquired at the expense of the Insured exclusive of rent paid by the Insured, but which are not legally subject to removal by the Insured.

2. Property Subject to Limitations

The following property is subject to these additional limitations:

Glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature are covered against loss by breakage only if directly caused by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, windstorm or hail to property contained in any building, vandalism and malicious mischief, leakage or accidental discharge from automatic sprinkler systems, collision, upset or overturning of conveyance, water damage not otherwise excluded, burglary, robbery.

3. Perils Insured Against

THIS POLICY INSURES AGAINST ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE TO OFFICE CONTENTS, SUBJECT TO THE PROVISIONS AND STIPULATIONS HEREIN AND IN THE POLICY OF WHICH THIS FORM IS MADE A PART.

4. Property Not Covered

In addition to the kinds of property which are otherwise excluded or limited under this Policy, the following are also excluded from coverage under this Form:

- a) Animals and pets, aircraft, watercraft, including motors, equipment and accessories, automobiles, trailers, semi-trailers or any self-propelled vehicles or machines;
- b) Property for sale, samples or merchandise in the care, custody or control of salesmen away from the premises;
- c) Currency, money and stamps, except to the extent provided in the Extensions of Coverage; notes, letters of credit and tickets;
- d) furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, precious stones semi-precious stones, and pre-recorded video tapes, except with respect to the first \$1,000 of any loss insured hereby, or any loss caused directly by fire, lightning, explosion, smoke, leakage from fire protective equipment, strike, riot, impact by vehicles or aircraft, windstorm, or hail;
- e) Outdoor signs, whether or not attached to a building, unless specifically covered by endorsement;
- f) Trees, shrubs and plants, except to the extent provided in the Extensions of Coverage and those used for decorative purposes within buildings;
- g) media, data storage devices, and program devices for electronic and electro-mechanical data processing or for electronically controlled equipment in excess of the cost of reproducing such media, data storage devices, and program devices from duplicates or from originals of the previous generation of the media. No liability is assumed hereunder for the cost of gathering or assembling information or data for such reproduction;
- h) property illegally acquired, kept, stored, or transported; property seized, or confiscated, for breach of any law or by order of any public authority.

5. Extensions of Coverage

The liability of the Insurer for loss in any one occurrence, including loss under these Extensions of Coverage, shall not exceed the limit of liability specified for the basic coverage being extended. When there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage:

- a) **NEWLY ACQUIRED PROPERTY:** The Insured may apply up to 10%, but not exceeding \$10,000, of the limit of liability specified for Personal Office Property for loss in any one occurrence by a peril not otherwise excluded to cover such property at any location newly acquired by the insured, elsewhere than at the described premises but within the territorial limits of this Policy. This coverage shall cease 30 days from the date of such acquisition or on the date values of such acquisition are reported to the Company, whichever occurs first.

Additional premium shall be due and payable for values so reported from the date the property is acquired.

- b) **OFF-PREMISES:** The Insured may apply up to 10%, of the limit of liability specified for Personal Office Property for loss in any one occurrence by a peril not otherwise excluded to property covered while temporarily away from the premises but within the limits of Canada, the Continental United States and in transit within and between such places.
- c) **CURRENCY, MONEY AND STAMPS:** The Insured may apply up to \$500 of the limit of liability specified for Personal Office Property for loss in any one occurrence by a peril not otherwise excluded to currency, money and stamps while on the premises or while being conveyed outside the premises by the Insured or by an employee of the Insured.
- d) **PERSONAL EFFECTS:** At the option of the Insured, up to 10% of the amount of insurance may apply to loss to personal effects (excluding jewellery, watches, and furs) the property of the Insured or others in or on the described premises, on the personal belongings or personal effects of any one person. At the option of the Insurer, losses to property of others covered under this extension may be adjusted with and payable to the Insured.
- e) **VALUABLE PAPERS AND RECORDS:** The Insured may apply up to \$2,500 of the limit of liability specified for Personal Office Property for loss at the described location in any one occurrence by a peril not otherwise excluded to cover the cost of research and other expense necessarily incurred to reproduce, replace or restore books of account, abstracts, drawings, card index systems and other business records, including film, tape, wire or other recording media, all the property of the Insured.
- f) **TREES, SHRUBS AND PLANTS:** The Insured may apply up to \$1,000 of the limit of liability specified for Personal Office Property to cover trees, shrubs and plants at the described location against loss in any one occurrence by fire, lightning explosion, riot, civil commotion or aircraft, not otherwise excluded, but the Company shall not be liable for more than \$250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.
- g) **THEFT DAMAGE TO BUILDINGS:** This Policy includes loss (except by fire or explosion) to that part of the buildings occupied by the Insured and containing property covered, and to equipment therein pertaining to the service of the building, directly resulting from theft, burglary or robbery (including attempt thereat), provided the Insured is the owner of such building or equipment or is liable for such damage, but in no event shall this coverage apply to glass (other than glass building blocks) or to any lettering or ornamentation thereon.
- h) **EXTRA EXPENSE:** The Insured may apply up to \$2,500 of the limit of liability specified for Personal Office Property at the damaged locations to cover the necessary extra expense incurred by the Insured in order to continue as nearly as practicable the normal operations of the insured's business immediately following damage by the perils insured against to the buildings or contents thereof situated at the described locations.

"Extra expense" means the excess of the total cost incurred during the period of restoration chargeable to the operation of 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. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

"Period of restoration" means that period of time, commencing with the date of damage and not limited by the date of expiration of this Policy, as would be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said buildings or contents thereof as may be damaged.

The Company shall not be liable for:

- 1) loss of income;
 - 2) the cost of repairing or replacing any of the described property, or the cost Of research or other expense necessary to replace or restore damaged books of account, abstracts, drawings, card Index systems or other records (including film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing), that have been damaged by the perils not otherwise excluded, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing the total amount of extra expense. In no event shall such excess cost exceed the amount by which the total extra expense otherwise payable under this Extension of Coverage is reduced;
 - 3) any other consequential or remote loss.
- i) Removal: If any of the insured property is necessarily removed from the location(s) specified herein to prevent loss or damage or further loss or damage thereto, that part of the insurance under this form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 7 days only, or for the unexpired term of the policy if less than 7 days, insure the property removed and any property remaining in the location(s) specified herein in the proportions which the value of the property in each of the respective location(s) bears to the value of the property in them all.
- j) i) Debris Removal: The insurer will indemnify the Insured for expenses incurred in the removal from the "premises" of debris of the property insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this form.

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

- 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 a location specified on the "Declarations Page"

Extensions of coverage j i) or j 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".

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

6A. Exclusions

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

- a) By earthquake, but this exclusion does not apply to ensuing loss or damage which results directly from fire, explosion, smoke, or leakage from fire protective equipment, or to property in transit;

- b) By flood, including waves, tides, tidal waves, tsunamis, and the rising of, the breaking out, or the overflow of any body of water, whether natural or man-made, but this exclusion does not apply to ensuing loss or damage which results directly from fire, explosion, smoke, or leakage from fire protective equipment, or leakage from a watermain, or to property in transit;
- c) By seepage, leakage, or influx of water derived from natural sources through basement walls, doors, windows, or other openings therein, foundations, basement floors, sidewalks, sidewalk lights, or by the backing up of sewers, pumps, septic tanks, or drains, unless concurrently caused by a peril insured against;
- d) By the entrance of rain, sleet, or snow through doors, windows, skylights, or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril insured against;
- e) By centrifugal force, mechanical or electrical breakdown or derangement in or on the premises, unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
- f) By dampness or dryness of atmosphere, changes of temperature, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour, change in texture, change in finish, rust, corrosion, marring, scratching, crushing, latent defect, mechanical breakdown, inherent vice, wear and tear or gradual deterioration, but this exclusion does not apply to loss or damage caused directly by fire, lightning, explosion, impact by aircraft, space craft, or land vehicle, riot, strike, vandalism, malicious acts, smoke leakage from fire protective equipment, windstorm, hail, rupture of pipes or breakage of apparatus not otherwise included in the Exclusions paragraph herein, theft or attempt thereat or accident to transporting conveyance unless otherwise excluded. Damage to pipes caused by freezing is insured provided such pipes are not included in the Exclusions paragraph herein;
- g) By rodents, insects, or vermin, but this exclusion does not apply to ensuing loss or damage caused by a peril not otherwise excluded;
- h) By delay, loss of market, or loss of use and occupancy except as provided under Extension of Coverage;
- i) By any dishonest or criminal act on the part of the Insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted except bailees for hire, but this exclusion does not apply to physical damage caused directly by employees of the Insured, which results from a peril otherwise insured against and not otherwise excluded by this Form;
- j) By breakage of glass or articles of a fragile or brittle nature, unless caused by collision upset or overturning of conveyance, fire, explosion, smoke, lightning, leakage from fire protective equipment, water damage not otherwise excluded, burglary, robbery, vandalism, malicious mischief, aircraft, riot, vehicles, windstorm, or hail;
- k) By mysterious disappearance, or any shortage disclosed on taking inventory;
- l) By theft or attempt thereat of property while unattended in or on any motor vehicle or trailer, unless contained in a fully enclosed and securely locked body or compartment of such vehicle and theft results from forcible entry, evidenced by visible marks, but this exclusion does not apply to property in the custody of carriers, or bailees for hire;
- m) By disturbance, or erasure of electronic recordings by electric or magnetic injury, except by lightning;
- n) By artificially generated electrical currents, including arcing, to electrical devices, appliances, or wiring but this exclusion does not apply to ensuing loss caused directly by fire or explosion.
- o)
 - 1) To steam boilers, steam pipes, steam turbines or steam engines against loss by bursting, rupture or explosion of such objects (other than explosion of accumulated gases or unconsumed fuel within a fire box or combustion chamber);
 - 2) To machines and machinery against loss caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force;

- p) by order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this Policy.
- q) by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- r)
 - i) by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
 - ii) by contamination by radioactive material;

6B. POLLUTION EXCLUDED

This form does not insure against:

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

7. Co-Insurance

The Insurer shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum insured bears to the co-insurance percentage specified in the "Declarations Page" of the actual cash value of said property at the time such loss shall happen. If the insurance be divided into two or more items, the foregoing shall apply to each item separately.

The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value when applying the Co-Insurance Clause. In case of loss, this co-insurance clause does not apply where the total loss neither exceeds Five Thousand Dollars (\$5,000.00) nor Two Percent (2%) of the value of the property insured. If this policy covers two or more locations, this condition applies to each location separately.

8. Deductible Clause

Each loss shall be adjusted separately and from the amount of each such adjusted loss the sum specified in the "Declarations Page" shall be deducted.

9. Valuation Clause

With respect to Personal Office Property insured hereunder and Property and Coverages provided under Paragraph 5, Extensions of Coverage, the following valuation clauses shall apply:

Subject to the provisions and stipulations of this Policy, the following bases for valuation of property are established:

- a) Property of others at the amount for which the Insured is liable but in no event to exceed actual cash value.
- b) Tenant's Improvements and Betterments:
 - 1) If repaired or replaced at the expense of the Insured within a reasonable time after loss, the actual value of the damaged or destroyed improvements and betterments;
 - 2) If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease;
 - 3) If repaired or replaced at the expense of others for the use of the Insured, there shall be no liability hereunder;

- c) Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recordings or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material;
- d) Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form;
- e) All other property at actual cash value (ascertained with proper deductions for depreciation) for the property at the time of loss or damage.

10. Reinstatement Clause

Any loss hereunder shall not reduce the amount of insurance.

11. Permission Clause

Permission is hereby granted:

- a) For other concurrent insurance;
- b) To make ordinary alterations and repairs without limit of time (but without extending the term of this Policy) but extraordinary alterations, additions or repairs are prohibited without notice to and consent of the Insurer in writing;
- c) To cease operations and for the premises to be, or become, vacant or unoccupied providing the premises as a whole shall not be vacant or unoccupied for a period exceeding thirty (30) consecutive days at any one time without the consent of the Insurer in writing;
- d) For the use of the building and premises, by the Insured, or by others, as at present and for other purposes not more hazardous;
- e) to keep on hand and use such articles, materials and supplies as may be usual to the business of the Insured, but it is understood and agreed notice of any material change in occupancy or increase in hazard under the control of the Insured shall be given the Insurer;
- f) to keep and use fuel oil heating equipment including the necessary supply of fuel oil.

12. Territorial Limits

This Policy insures only within the limits of Canada and the Continental United States of America.

13. Definitions

Wherever used in this form:

- a) "Clean Up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to the aforementioned processes.
- b) "Declarations Page" means the Declaration Page applicable to this Form.
- c) "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.
- d) "Premises" means the entire area within the property lines and areas adjoining sidewalks and driveways at the locations described on the "Declarations Page" and in or on vehicles within 100 meters (328 feet) of such locations.

**MISCELLANEOUS PROPERTY FLOATER
BROAD FORM**

This policy covers the described property owned by the Insured or the property of others for which the Insured may be liable, as per the attached schedule, up to the limit as indicated on the "Declarations Page".

DEDUCTIBLE

Each claim for loss or damage (separately occurring) shall be adjusted separately, and from the amount of each such adjusted claim the sum specified on the "DECLARATIONS PAGE" or on the ATTACHED SCHEDULE, as applicable, shall be deducted.

If two or more items are involved in a loss then the deductible shall be that applicable to the largest item.

PERILS INSURED

All risks of direct physical loss or damage to the described property from any external cause, except as hereinafter provided.

PERILS EXCLUDED

- a) Loss or damage caused by wear and tear, gradual deterioration, dampness of atmosphere, extremes of temperature, insect, vermin, latent defect, inherent vice, or damage sustained due to any process or while being actually worked upon and resulting therefrom;
- b) Loss or damage caused by short circuit or other electrical injury or disturbance, exclusive of lightning to electrical appliances, devices or other electrically operated property or wiring unless fire or explosion ensues and then for the loss or damage by fire or explosion only;
- c) Loss or damage due to mechanical breakdown, breakage of glass or other brittle articles or parts (lenses of scientific instruments excepted), marring, scratching unless caused by fire, lightning, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision, derailment or overturn of transporting vehicle, strike, riot, aircraft, vehicles other than transporting conveyance, rupture of pipes, breakage of apparatus, sprinkler leakage, vandalism;
- d) Loss or damage caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other part of interest, his or their employees or agents or others to whom the property may be entrusted (carriers for hire excepted);
- e) Loss or damage caused by or resulting from theft from an unattended vehicle unless said vehicle is equipped with a fully enclosed metal body, and the loss is a direct result of violent forcible entry (of which there shall be visible evidence) into such fully enclosed metal body, the doors and windows of which have been securely locked;
- f) Loss of or damage to money, notes, securities, bullion, platinum, stamps, tickets and tokens, evidence of debt or title;
- g) Loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- h) Loss or damage caused directly or indirectly:
 - i) by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
 - ii) by contamination by radioactive material.

POLLUTION EXCLUDED

This form does not insure against:

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

PROPERTY EXCLUDED

This Rider does not insure:

- a) Property illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
- b) Automobiles, aircraft, watercraft, motorcycles or similar conveyances;
- c) Property whilst waterborne, except that while the property insured is being transported on any regular ferry or is in or on railway cars or transfers in connection therewith, this Policy insures against direct physical loss or damage to the property insured caused by the Stranding, Sinking, Burning, or Collision of the vessel, including General Average and Salvage Charges.

SPECIAL CONDITIONS

1. TERRITORIAL LIMITS.

The property insured by this form is covered at and in transit between points and places anywhere in Canada and the continental United States of America.

2. COINSURANCE.

The Company shall be liable, in the event of loss, for no greater proportion thereof than the amount insured hereunder bears to 100% of the actual value of the property insured hereunder at the time when such loss or damage shall happen. If this policy covers two or more items, this condition to apply to each item separately.

3. ALL OTHER MATTERS.

Subject to all conditions of the policy to which this form is attached, except that any and all clauses and conditions in the printed portion of the policy in conflict with the terms of this special form are waived and declared null and void.

4. NEW ACQUISITIONS.

On the condition that the Insured report additional property of the kind insured hereunder purchased by the Insured subsequent to the attachment date of this policy within thirty (30) days from the date purchased and in consideration of the payment of full premium thereon from the date purchased at pro rata of the current rates of the Company for such insurance, this policy insures each property for not exceeding 25% of the total amount of the policy (exclusive of the provisions of this clause) in respect to any one loss, disaster or casualty, but not exceeding \$25,000 on any one item. (This clause is effective only when all property insured by this Policy is scheduled).

5. 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.

DEFINITIONS

Wherever used in this form:

- a) "Clean Up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to the aforementioned processes;
- b) "Declarations Page" means Declarations Page applicable to this form;
- c) "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.

GENERAL POLICY CONDITIONS (Provinces other than Quebec)

INSURING AGREEMENTS

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

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

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

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

The following extensions of coverage, subject to the policy exclusions, shall not increase the limit(s) of liability or amount(s) of insurance applying under this Policy to the property lost, destroyed or damaged.

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

- i) The Insurer will indemnify the Insured for expenses incurred in the removal from the "premises" of debris of the property insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this form.
The amount payable under this exclusion shall not exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.
- 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 a location specified on the "Declarations Page".

Extensions of coverage (i) and (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".

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

"Clean Up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to the aforementioned processes.

"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.

EXCLUSIONS

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

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

This form does not insure against:

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

"Clean Up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to the aforementioned processes.

"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.

This Policy is made and accepted subject to the provisions, stipulations and conditions printed herein which are hereby specially referred to and made a part of this Policy together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto. No term or condition of a contract 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 a contract by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs or to the investigation or adjustment of any claim under the contract. By the acceptance of this Policy the Insured acknowledges the cancellation, from the effective date of this Policy, of any previous Policy, or the renewal thereof, which is stated as being replaced.

CONDITIONS

The Statutory Conditions apply to the peril of fire and as modified or supplemented by riders or endorsements attached apply as Policy Conditions to all other perils insured by this Policy.

STATUTORY CONDITIONS

MISREPRESENTATION

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

PROPERTY OF OTHERS

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

CHANGE OF INTEREST

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

MATERIAL CHANGE

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

TERMINATION

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

REQUIREMENTS AFTER LOSS

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

- property,
- (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss:
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value; copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) of sub-paragraph (1) of this condition shall not be considered proof of loss within the meaning of conditions 12 and 13.

FRAUD

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

WHO MAY GIVE NOTICE AND PROOF

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

SALVAGE

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

ENTRY, CONTROL, ABANDONMENT

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

APPRAISAL

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

WHEN LOSS PAYABLE

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

REPLACEMENT

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

ACTION

14. Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.
- *two years in Province of Manitoba and Yukon Territory.

NOTICE

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

ADDITIONAL CONDITIONS

NOTICE TO AUTHORITIES

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

NO BENEFIT TO BAILEE

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

PAIR AND SET

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

PARTS

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

SUE AND LABOUR

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

BASIS OF SETTLEMENT

VI. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively. Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

SUBROGATION

VII. The Insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Policy. Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively. Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

OTHER INSURANCE

VIII. Unless otherwise provided, if, at the time of loss covered by this Policy, there is any other insurance (other than against the peril of fire), which would attach if this insurance had not been effected, the Insurer under this Policy shall be liable only for the excess, if any, of loss over the applicable limit of the other policy covering such loss.

**STANDARD MORTGAGE CLAUSE
(APPROVED BY THE INSURANCE BUREAU OF CANADA)
ALL PROVINCES**

It is hereby provided and agreed that:

BREACH OF CONDITIONS BY MORTGAGOR OWNER OR OCCUPANT 1. This insurance and every documented renewal therein - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy or the occupation of the property for purposes more hazardous than specified in the description of the risk:

PROVIDED ALWAYS that the mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days or: of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the mortgagee - on reasonable demand from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

RIGHT OF SUBROGATION 2. Whenever the Insurer pays the mortgagee any loss award under this policy and claims that - as to the mortgagor or owner - no liability 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 the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

OTHER INSURANCE 3. If there be other valid and collectible insurance upon the property with loss payable to the mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the mortgagee.

WHO MAY GIVE PROOF OF LOSS 4. In the absence of the Insured or the inability or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

TERMINATION 5. The term of this mortgage clause coincides with the term of the policy
(a) **PROVIDED ALWAYS** that in all the Provinces, except Quebec, 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 notice stipulated in such statutory provision and
(b) **PROVIDED ALWAYS** that in the Province of Quebec, the Insurer reserves the right to cancel the policy as provided by statutory condition III, as set forth in section 240 of the Insurance Act of Quebec, but agrees that the Insurer will neither terminate nor alter policy to the prejudice of the mortgagee without 15 days notice to the mortgagee by registered letter.

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

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and those 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.

THE ABOVE NOTED STANDARD MORTGAGE CLAUSE APPLIES TO BUILDING COVERAGE ONLY.

REPLACEMENT COST ENDORSEMENT

(Commercial Risks)

Applicable only to Item(s) in this policy.

1. The Insurer agrees to amend the basis of settlement from actual cash value to replacement cost subject to the following provisions:
 - (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) Failing compliance by the Insured with any of the foregoing provisions, settlement shall be made as if this endorsement had not been in effect;
 - (d) Any other insurance effected by or on behalf of the Insured in respect of the perils insured against by this Policy on the property to which this endorsement is applicable shall be on the basis of replacement cost as defined herein;
 - (e) This endorsement applies separately to each item(s) listed above.

2. Any reference to actual cash value in a co-insurance clause in this Policy is deemed to be a reference to replacement cost of the property insured.

3. In this endorsement:
 - (a) "Replacement cost" means the cost of replacing, repairing, constructing or re-constructing (whichever is the least) the property on the same site with new property of like kind and quality and for like occupancy without deduction for depreciation; and
 - (b) "Replacement" includes repair, construction or re-construction with new property of like kind and quality.

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

5. **EXCLUSIONS**

This endorsement does not apply to:

 - (a) Stock;
 - (b) Patterns, dies and moulds;
 - (c) 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;
 - (d) Manuscripts and records meaning books of account, drawings, card index systems and other records, media, data storage devices, and programme devices for electronic electro-mechanical data processing or for electronically controlled equipment;
 - (e) Any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

All other terms and conditions of this Policy remain unchanged.

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

DATA EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Property Multi-Peril coverage.

The following sections A and B apply to all forms except 012200, 012300, 021021, 021090, 021100, 021120, 021140, 021150, 401102 and 401105.

A.1. (a) This form does not insure "Data".

(b) This form does not insure loss or damage caused directly or indirectly by "Data Problem", regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage. However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by an "Insured Peril", as defined in this endorsement, or by the escape of water from any tank, apparatus or pipe, exclusion A.1.(b) shall not apply to such resulting loss or damage. This exception only applies to the extent that such resulting loss or damage would otherwise be insured under the Property Multi-Peril Section of this policy.

A.2. The following paragraph is deleted from any form to which this endorsement is applicable:

"Nor does this form insure disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning".

A.3. Paragraph (b) of Special Basis of Settlement Clause is amended to read as follows:

(b) Records: The liability of the Insurer for loss or damage to:

- (i) books of accounts, drawings, card index systems and other records, other than as described in (ii) below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records;
- (ii) media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, notwithstanding that "Data" is not insured, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or "Data" for such reproduction.

Whichever of the above is applicable shall be the basis to be adopted for the purpose of applying Co-Insurance.

B.1. Subject to (a) and (b) following, the Insurer shall not be liable for "Extra Expenses", loss of "Business Income", loss of "Rental Income", loss of "Gross Profit", loss of "Gross Earnings", loss of "Gross Rentals", loss of "Gross Rent and Rental Value" or any other loss attributable to the interruption of business, directly or indirectly caused by "Data Problem", regardless of any other cause or event that contributes concurrently or in any sequence a "Data Problem".

(a) If "Data Problem" results in direct physical loss of or damage to property at the "Premises" caused by an "Insured Peril", as defined in this endorsement, or by the escape of water from any tank, apparatus or pipe, this exclusion B.1. shall not apply to resulting "Extra Expenses", loss of "Business Income", loss of "Rental Income", loss of "Gross Profit", loss of "Gross Earnings", loss of "Gross Rentals", loss of "Gross Rent and Rental Value" or any other loss attributable to the interruption of business, suffered through such resulting loss or damage. This exception only applies to the extent that such loss would otherwise be insured under the Property Multi-Peril Section of this policy.

(b) If "Data Problem" is the direct result of:

- (i) an "Insured Peril", as defined in this endorsement;
- (ii) the escape of water from any tank, apparatus or pipe;
- (iii) earthquake, but only if the form to which this endorsement is applicable provides earthquake coverage;
- (iv) flood, but only if the form to which this endorsement is applicable provides flood coverage;
- (v) backing-up of sewers, but only if the form to which this endorsement is applicable provides backing-up of sewers coverage;

at the "Premises", this exclusion B.1. shall not apply. This exception only applies to the extent that such loss would otherwise be insured under the Property Multi-Peril Section of this policy.

B.2. The following paragraph is deleted from any form to which this endorsement is applicable:

"Nor does this form insure disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning".

The following section C applies only to forms 012200, 012300, 021021, 021090, 021100, 021120, 021140, 021150, 401102 and 401105.

C.1. Subject to (a) and (b) following, this form does not insure loss or damage caused directly or indirectly by "Data Problem", regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage.

(a) If loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by an "Insured Peril", as defined in this endorsement, or by the escape of water from any tank, apparatus or pipe, this exclusion C.1. shall not apply to such resulting loss or damage. This exception only applies to the extent that such resulting loss or damage would otherwise be insured under the Property Multi-Peril Section of this policy.

(b) If "Data Problem" is the direct result of:

- (i) an "insured peril", as defined in this endorsement;
- (ii) the escape of water from any tank, apparatus or pipe;
- (iii) earthquake, but only if the form to which this endorsement is applicable provides earthquake coverage;
- (iv) flood, but only if the form to which this endorsement is applicable provides flood coverage;
- (v) backing-up of sewers, but only if the form to which this endorsement is applicable provides backing-up of sewers coverage;

at the "Premises", this exclusion C.1. shall not apply. This exception only applies to the extent that such loss would otherwise be insured under the Property Multi-Peril Section of this policy.

C.2. The following paragraphs are deleted from any form to which this endorsement is applicable:

"Nor does this form insure disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning".

"This agreement (policy) does not insure against loss, damage or expense caused directly or indirectly by electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning".

DEFINITIONS:

1. Wherever used in this endorsement, or wherever used in any policy to which this endorsement is applicable, "Data" means representations of information or concepts, in any form.

2. Wherever used in this endorsement:

"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".

"Declarations Page" means the Declarations Page applicable to this endorsement.

"Insured Peril" means

- A) Fire or Lightning;

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

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

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

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

C) Impact by Aircraft, Spacecraft or Land Vehicle: the terms "Aircraft" and "Spacecraft" include articles dropped therefrom.

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

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

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

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

F) Windstorm or Hail: There shall in no event be any liability hereunder for loss or damage:

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

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

All other terms and conditions remain unchanged.

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

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Property Multi-Peril heading.

1. This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism", regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage
2. The Insurer shall not be liable for "Extra Expenses", loss of "Business Income", loss of "Rental Income", loss of "Gross Profit", loss of "Gross Earnings", loss of "Gross Rentals", loss of "Gross Rent and Rental Value" or any other loss attributable to the interruption of business, provided such coverage is currently included in the policy to which this endorsement is attached, resulting from 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", regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage.
3. The following definition is added

Wherever used in this endorsement, or wherever used in any other endorsement or in any policy to which this endorsement is applicable, "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.

Where any portion of this endorsement is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged

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

FUNGI and FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" under the Property Multi-Peril heading.

1. This policy does not insure:
 - (a) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any fungi or spores unless such fungi or spores are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this policy;
 - (b) the cost or expense for any testing, monitoring, evaluating or assessing of fungi, or spores.
2. The Insurer shall not be liable for "Extra Expense", loss of "Business Income", loss of "Rental Income", loss of "Gross Profit", loss of "Gross Earnings", loss of "Gross Rentals", loss of "Gross Rent and Rental Value" or any other loss attributable to any interruption of business, provided such coverage is currently included in the policy to which this endorsement is attached, resulting from 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.
3. The following definitions are added

Wherever used in this endorsement, or wherever used in any other endorsement or in any policy to which this endorsement is applicable, the following terms shall mean

- (a) "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spores" or resultant mycotoxins, allergens, or pathogens.
- (b) "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

All other terms and conditions remain unchanged.

NOTICE CONCERNING PERSONAL INFORMATION

How we use your information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is 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

What personal information we collect about you

We collect, process and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

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

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

Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next to kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

How to access your information and/or contact us

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at info@lloyds.ca. The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through info@lloyds.ca.

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Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

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

E-mail: info@lloyds.ca

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

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

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

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

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

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

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

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

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

www.fcac-acfc.gc.ca

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