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 Sault Ste. Marie, ON P6A 2B3  
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 Bruce Mines, ON P0R 1C0  
 Tel: (705) 785-3436

Thessalon Office  
 201A Main St., P.O. Box 550  
 Thessalon, ON P0R 1L0  
 Tel: (705) 842-3240

<b>Account</b>	027864
<b>Policy</b>	FC40847
<b>Invoice</b>	0875970
<b>Date</b>	2018/03/23
<b>Page</b>	1

**Algoma Nurse Practitioner LED**  
**443 Northern Avenue**  
**Sault Ste Marie, ON P6A 5L3**

<b>Account Executive</b>
Ryan Bentley CAIB CIP CRM

<b>Account Representative</b>
Tracey Paolucci CAIB

# Invoice

Algoma Nurse Practitioner LED Clinic

<b>Insured's Name</b>	<b>Policy Number</b>	<b>Policy Period</b>
Algoma Nurse Practitioner LED Clinic	FC40847	2018/03/31 - 2019/03/31

Transaction Type	Effective	Company	Description	Amount
Renew policy	2018/03/31	Frank Cowan Company L...	Commercial Property	1,452.00
Renew policy	2018/03/31		Provincial Tax, ON	116.16

Account Balance : \$12,511.48	<b>Invoice Total</b>
Commercial Property \neo	1,568.16

E-TRANSFER PAYMENTS ARE NOW AVAILABLE! (for Canadian institutions only)

**Thank You**

**PLEASE MAKE YOUR CHEQUES PAYABLE TO ALGOMA INSURANCE BROKERS LIMITED**

YOUR PREMIUM IS DUE ON THE EFFECTIVE DATE OF POLICY.  
 ALL BALANCE OUTSTANDING FOR 30 DAYS OR MORE SHALL CARRY A SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM).

<b>Invoice Number</b>	<b>Date</b>
0875970	2018/03/23

## MULTI-PERIL POLICY

Replacing Policy No. RENEWAL

Policy No. FC40847

### DECLARATIONS

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

Broker ALGOMA INSURANCE BROKERS LIMITED Address SAULT STE MARIE, ON

Item 1. Name and Address of Insured

ALGOMA NURSE PRACTITIONER - LED CLINIC  
443 NORTHERN AVENUE  
SAULT STE MARIE, ON P6A 5L3

Item 2. Policy Period: From MARCH 31, 2018 To MARCH 31, 2019  
at 12:01 a.m. Standard Time at the address of the Insured

Item 3. The Total Sum Insured by this policy is \$ 1,574,800

(being 100 per cent of the total of the sums respectively set against each item of the schedule of coverage attached hereto)

Item 4. The premium for this policy is \$ 1,452

Minimum retained premium for this policy is \$ 218

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

**FORMS ATTACHED TO AND FORMING PART OF POLICY No. FC40847**

<b>NAME</b>	<b>FORM No.</b>
Schedule of Coverage	PNGX664-1104
Additional Interests	PNGX6013-0610
Property All Risks Form	PWGX662-0107
Data Exclusion Endorsement	PNGX613-0505
Terrorism Exclusion Endorsement	PNGX646-1205
Property Fungi and Fungal Derivatives Exclusion Endorsement	PNGX622-0213
Nuclear Exclusion Clause	PNGX636-0714
Cowan Care Extension Endorsement	PNGX6016-0912
Deductible Waiver	PNGX6015-0610
Data Processing Insurance Coverage Summary	PNGX615-0709
Data Processing Insurance - Data Processing System & Equipment	PNGX674-0705
Data Processing Insurance - Data Processing Media	PNGX675-0705
Data Processing Insurance Amendment Endorsement	PNGX621-1109
Statutory Conditions and Additional Conditions	PWGX663-0712
Lloyd's Additional Conditions	GNGX408-0117

**THE INSURERS**

IN CONSIDERATION OF THE INSURED having paid or agreed to pay to each of the INSURERS named in the List of Subscribing Companies forming part hereof, or to INSURERS whose names are substituted therefor or added thereto by endorsement, hereinafter called "THE INSURERS", the premium set against its name in the List of Subscribing Companies.

THE INSURERS SEVERALLY AND NOT JOINTLY AGREE, each for the Sum Insured set against its name in the List of Subscribing Companies, (subject to the terms and conditions contained herein or endorsed hereon, and which are to be taken as part of this policy), that if the property insured described in The Schedule of Coverage of this policy, or any part of such property be lost, destroyed or damaged by a peril for which insurance is provided by the terms of this policy and endorsements attached hereto, at any time while this policy is in force, THE INSURERS will indemnify THE INSURED against the direct loss so caused, the liability of THE INSURERS individually being limited to that proportion of the sum set opposite the applicable item of The Schedule of Coverage which the sum set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule of Coverage.

If this policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer as set forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule of Coverage of this policy than the sum insured by such Insurer bears to the Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

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

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

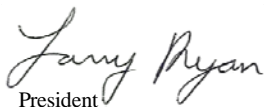
This policy is made and accepted subject to the foregoing provisions, stipulations and conditions printed hereon, which are hereby specially referred to and made a part of this policy, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived by THE INSURERS in whole or in part unless the waiver is clearly expressed in writing signed by the person(s) authorized for that purpose by THE INSURERS. Neither the INSURERS 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.

**SUBSCRIBING COMPANIES**

Name of Insurer	Proportion of Indemnity	Sum Insured	Premium
The Guarantee Company of North America	57.50 %	\$ 905,510	\$ 835
Underwriters at Lloyd's under Contract Number B1100049400118000	22.50	354,330	327
Temple Insurance Company	20.00	314,960	290
<b>TOTAL SUM INSURED BY THIS POLICY</b>	<b>100.00 %</b>	<b>\$ 1,574,800</b>	<b>\$ 1,452</b>

In witness whereof the Insurers have duly authorized the Frank Cowan Company Limited to execute and sign this policy on their behalf for the proportions of indemnity so stated above.

Frank Cowan Company Limited  
75 Main Street North  
Princeton, ON N0J 1V0

  
President

Authorized Representative

February 23, 2018

Dated at Princeton, Ontario

**ALGOMA NURSE PRACTITIONER - LED CLINIC  
SCHEDULE OF COVERAGE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BASIS OF LOSS SETTLEMENT APPLICABLE</u>	<u>LIMIT OR AMOUNT OF INSURANCE</u>
<u>RIDER NO. 1</u>			
1.	Blanket Amount on Property Insured	Replacement Cost	\$759,800
2.	Limit on Valuable Papers		\$250,000
3.	Limit on Accounts Receivable		\$250,000
4.	Limit on Extra Expense Insured at Any One Location		\$250,000
5.	Cowan Care Extension Endorsement applies		
6.	Deductible Waiver Endorsement applies		
7.	It is understood and agreed that Item No.7 (a) under the Property All Risks Form, is amended to read as follows:		
	7. PERILS EXCLUDED: This Policy does not insure against loss or damage caused directly or indirectly by:		
	(a) earthquake, snowslide, landslide, subsidence or other earth movement, but this exclusion does not apply to loss or damage to contents or to ensuing loss or damage which results from fire, explosion, smoke, leakage from fire protective equipment or leakage from a watermain;		
<u>RIDER NO. 2</u>			
1.	Data Processing Insurance		\$65,000
<u>DEDUCTIBLE</u>			
	Applicable to Rider No. 1	\$2,500	
	Applicable to Rider No. 2	\$2,500	
	Exception:		
	Peril of Flood	\$25,000	
	In no event shall the total deductible exceed \$25,000 in any one occurrence.		
<b>TOTAL AMOUNT OF INSURANCE</b>			<b>\$1,574,800</b>

ATTACHED TO AND FORMING PART OF POLICY NO. FC40847 OF SUBSCRIPTION POLICY

## **ADDITIONAL INTEREST(S)**

It is hereby understood and agreed that the following interests are hereby made a part of the policy as their interests may appear. Mortgagees if shown are subject to the Mortgage Clause.

### **LOSS PAYEE(S):**

**TORONTO DOMINION BANK**

421 Bay Street

Sault Ste Marie, ON P6A 1X3

Loss Payee with respect to the following:

-General Security

-Line of Credit of \$36,000

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

**PROPERTY ALL RISKS FORM**

1. **INSURING AGREEMENT:** The Insurer agrees with the Insured named in the declarations made a part hereof in consideration of the payment of the premium and subject to the limitations, terms and conditions of this policy and any endorsements attached hereto, that in the event any of the property insured is lost or damaged by the perils insured, the Insurer will indemnify the Insured against the direct loss so caused.

2. **PROPERTY INSURED:**

This policy insures **PROPERTY OF EVERY DESCRIPTION** belonging to the Insured.

This policy also insures **PROPERTY BELONGING TO OTHERS** which the Insured is under obligation to insure or which is in the care, custody or control of the Insured and for which the Insured is legally liable. Unless stated otherwise in the Schedule of Coverage, loss or damage to property belonging to others will be settled on an Actual Cash Value basis.

3. **PERILS INSURED:** This policy, except as herein provided, insures against All Risks of direct physical loss or damage to the property insured.

4. **LIMITS OF LIABILITY:** The Insurer(s) shall not be liable hereunder in any one loss for more than the applicable amount cited in the Schedule of Coverage of this policy, including demolition, debris removal or other expenses or all combined.

5. **DEDUCTIBLE:** Each claim for loss or damage shall be adjusted separately, and from the amount of each such adjusted claim arising out of any one occurrence there shall be deducted the amount stated on the Schedule of Coverage of this policy. If property insured by this policy is damaged in an accident while attached to an automobile which results in a claim for physical damage to the automobile under the Insured's Automobile Policy, then the deductible under this policy will be waived.

6. **PROPERTY EXCLUDED:** This policy does not insure loss of or damage to the following property, unless specifically cited in the Schedule of Coverage of this policy:

- (a) money, bullion, securities, stamps and evidences of debt or title;
- (b) furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, precious and semi-precious stones, gold, silver, platinum and other precious metals and alloys; but this exclusion does not apply to chains of office;
- (c) motor vehicles and trailers for which a license is required by law, watercraft over sixteen feet in length, amphibious or air cushion vehicles, aircraft or spacecraft;
- (d) water intakes, water towers, standpipes and water reservoirs;
- (e) growing plants, lawns, shrubs or trees, unless located within buildings insured by this policy;
- (f) registered tax properties;
- (g) personal effects of patients, residents, employees and students;
- (h) retaining walls, walls, bridges and tunnels, not forming part of a building, land, dams, roads, sidewalks, pavings, monuments and installed roadside fencing;
- (i) docks, wharves or piers (except during storage);
- (j) street lighting, road signs, traffic control devices, parking meters, pole mounted transformers, wiring, cables, meters, hot water heaters, valves, hydrants, poles, pipes, after such property has been installed away from the Insured's premises, but this exclusion does not apply to sports field floodlighting systems;
- (k) animals, birds or fish.

7. PERILS EXCLUDED: This policy does not insure against loss or damage caused directly or indirectly by:

- (a) earthquake, snowslide, landslide, subsidence or other earth movement, flood including waves, tides, tidal waves, 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 loss or damage to contents or to ensuing loss or damage which results from fire, explosion, smoke, leakage from fire protective equipment or leakage from a watermain;
- (b)
  - (i) seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings therein, foundations, basement floors, sumps, sidewalks, or sidewalk lights, unless concurrently caused by a peril not otherwise excluded;
  - (ii) the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings, unless through an aperture concurrently caused by a peril not otherwise excluded;

but this exclusion does not apply to loss or damage to contents;

- (c) 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 by such ensuing fire;
- (d) settling, expansion, contraction, moving, shifting or cracking, unless concurrently caused by a peril not otherwise excluded;
- (e) explosion (except with respect to explosion of natural, coal or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured, unless fire ensues and then only for the loss or damage caused by such ensuing fire:
  - (i) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
  - (ii) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
  - (iii) other vessels and apparatus and pipes connected therewith, except feedwater piping, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimeters (24 inches) or less used for the heating and storage of hot water or of air storage tanks of 10 square feet or less;
  - (iv) moving or rotating machinery or parts thereof;
  - (v) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion does not apply to other property insured hereunder that has been damaged by such explosion;
  - (vi) gas turbines.
- (f) smoke from agricultural smudging or industrial operations;



- (g) dampness or dryness of atmosphere, changes in temperature, freezing, heating, (unless such change in temperature, freezing or heating, results from damage caused by the perils insured to any refrigerating, cooling, or heating apparatus, connections or supply pipes and apparatus furnishing power therefor located within 100 feet of a building insured herein), shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish, rust or corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by fire, lightning, smoke, windstorm, hail, explosion, strike, riot, impact by aircraft, spacecraft or land vehicle, leakage from fire protective equipment, rupture of pipes or breakage of apparatus not excluded under part 7 (e) hereof, vandalism or malicious acts, theft or attempt thereat. Damage to pipes caused by freezing is insured provided such pipes are not:
  - (i) excluded under part 6 or part 7(e) hereof;
  - (ii) located beyond the outside bearing walls or foundations of the building insured;
  - (iii) within a building which to the knowledge of the Insured has been vacant for more than 30 consecutive days.
- (h) pollution or contamination or any clean-up cost incurred resulting from any spill, discharge, or seepage of a pollutant/contaminant, except as provided under part 13 Removal of Debris, and only if such loss or damage is covered by an insured peril and is not otherwise excluded.
- (i) rodents, insects or vermin, unless directly caused by a peril otherwise insured and not otherwise excluded under this policy;
- (j) delay, loss of market, or loss of use or occupancy;
- (k) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (l) any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (m) infidelity of employees of the Insured or by mysterious disappearances or shortage discovered upon taking inventory;

NOR DOES THIS POLICY INSURE:

- (n) wear and tear, deterioration, rot, latent defect or inherent vice;
- (o) the cost of making good:
  - (i) faulty or improper material;
  - (ii) faulty or improper workmanship;
  - (iii) faulty or improper design;
 provided, however, to the extent otherwise insured and not otherwise excluded under this policy, resultant loss or damage to the property is insured;
- (p) loss or damage to
  - electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage provided such perils are not excluded in part 7 hereof;
- (q) disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning.
- (r) loss or damage to rented premises where the cause of loss is cumulative abuse or neglect by tenants.

8. **VALUABLE PAPERS:** This policy insures VALUABLE PAPERS consisting of records, books of account, by-laws, abstracts, deeds, maps, specifications, blue prints, tax rolls, card index systems and other valuable papers usual to the Insured's operations including the cost of reproducing or retranscribing such papers up to the limit shown on the Schedule of Coverage of this policy, but the liability of the Insurer 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. No liability is assumed for the cost of gathering or assembling information for the purposes of transcribing said records.
9. **ACCOUNTS RECEIVABLE:** This policy insures up to the limit shown on the Schedule of Coverage of this policy:
  - (a) all sums due the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable;
  - (b) other expenses, including interest charges and additional collection expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such loss or damage.
10. **EXTRA EXPENSE:** This policy insures, up to the limit shown on the Schedule of Coverage of this policy, the necessary Extra Expense incurred by the Insured to continue as nearly as practicable the normal conduct of the Insured's operations following loss or damage by the perils insured against to the property insured by this policy or buildings containing such property, subject to the following conditions and limitations:
  - (a) The term Extra Expense means the total cost during the Period of Restoration for the purpose of continuing normal operations over and above the total cost which would normally have been incurred during the same period had no loss occurred.
  - (b) The term Period of Restoration means the period of time, commencing with the date of the loss and not limited by the date of expiration of this policy, as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of said property insured or buildings containing such property.
  - (c) If property is obtained for temporary use during the period of restoration any salvage value remaining after that period shall be taken into consideration in the adjustment of any loss hereunder.
  - (d) As soon as practicable after any loss, the Insured shall resume complete or partial operations and, in so far as practicable, reduce or dispense with such extra expenses as are being incurred.
  - (e) **Interruption by Civil Authority:** This policy is extended to include the actual loss as insured hereunder during the period of time, not exceeding two weeks, while access to the property insured or buildings containing such property is prohibited by order of civil authority but only when such order is given as a direct result of damage to neighbouring premises by a peril insured against.
  - (f) The Insurer shall not be liable for:
    - (i) loss of income;
    - (ii) the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing;

- (iii) any increase of loss due to interference at the described premises by strikers or other persons, with rebuilding, repairing or replacing the property, or with the resumption or continuation of business;
- (iv) the cost of repairing or replacing any of the insured property that has sustained loss or damage by the perils insured against, except costs in excess of the normal cost of such repairs or replacements necessarily incurred for the purpose of reducing the total amount of Extra Expense; liability for such excess cost, however, shall not exceed the amount by which the total Extra Expense otherwise payable under this policy is reduced.
- (v) loss due to the suspension, lapse or cancellation of any lease or license, contract or order.

11. **MEDIA:** This policy insures, up to the limit shown on the Schedule of Coverage of this policy, loss or damage to media, data storage and program devices for electronically or electro-mechanically controlled equipment, unless specifically covered hereunder, and shall not exceed the cost of reproducing such media, data storage and program devices from duplicates or from originals of the previous generation of the media. No liability is assumed for the cost of gathering or assembling information or data for such reproduction. If the property is not replaced or reproduced, the limit of liability for loss or damage shall not exceed the blank value of the media.

12. **BASIS OF SETTLEMENT:** (Applicable as cited in the Schedule of Coverage of this policy)

(a) **REPLACEMENT COST:**

- (i) It is understood and agreed that in the event of loss or damage, settlement shall be based on the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the Insured property on the same site with new materials of like kind and quality and for like occupancy without deduction for depreciation except that the liability of the Insurers shall be limited to the Actual Cash Value of lost or damaged Property at the time of loss unless and until the Property is actually repaired or replaced with due diligence and dispatch by the Insured;
- (ii) if repair, replacement or reinstatement with materials of like kind and quality is restricted or prohibited by any law, by-law or ordinance, then settlement shall be based on the increased cost of repair, replacement or reinstatement due thereto, limited to the requirements of any such law, by-law or ordinance and to the cost of repairing, replacing or reinstating the lost or damaged portion of the Property on the same site, of like height, floor area and style and for like occupancy;
- (iii) in the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that lost or damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality;
- (iv) failing compliance by the Insured with any of the foregoing provisions, settlement shall be based on Actual Cash Value.

(b) **ACTUAL CASH VALUE:** In the case of loss or damage, settlement shall be based on the Actual Cash Value of the property at the time of loss or damage or the amount cited in the Schedule of Coverage whichever is the least;

(c) **VALUED:** In the case of loss or damage, settlement shall be based on the amount valued at and insured for, as cited in the Schedule of Coverage, unless the property can be repaired or replaced with new materials of like kind and quality without deduction for depreciation for a lesser amount.

13. **REMOVAL OF DEBRIS:** The Insurer will indemnify the Insured for expenses incurred in the removal from the Insured's 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 policy.
14. **DEMOLITION OF UNDAMAGED PORTION:** In consideration of the premium charged, insurance is provided for the cost of demolishing and clearing the site of any undamaged portion of a building or structure, provided such cost arises out of loss or damage by a peril insured under this policy and is occasioned by the enforcement of any bylaw, regulation, ordinance or law which (a) regulates zoning or the demolition, repair or construction of damaged buildings or structures; (b) is in force at the time of such loss or damage; and (c) necessitates demolition.
15. **BREACH OF CONDITIONS:** Where loss or damage occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this policy, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss or damage was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the premises over which the Insured has no control.
16. **LOSS AGREEMENT WITH BOILER & MACHINERY INSURER OR COMPANY:** This property insurance is subject to the blanket agreement on file with Frank Cowan Company Limited with respect to a loss which also involves Boiler and Machinery Insurance arranged by Frank Cowan Company Limited for the Insured. Nothing in said agreement limits the coverage provided by the Property Insurance.
17. **DEFINITION:**

**PREMISES:** means the entire area within the perimeter of the property lines upon which building(s) insured by this policy are located.

**This Endorsement Changes the Policy.  
Please Read It Carefully.**

**DATA EXCLUSION ENDORSEMENT**

It is hereby understood and agreed that the following changes apply to this Policy:

1. **DATA EXCLUSION:**

- (1) This policy does not insure "Data".
- (2) This policy does not insure loss or damage caused directly or indirectly by "Data problem". However, if loss or damage caused by "Data problem" results in the occurrence of further loss of or damage to property insured that is directly caused by a "Named Peril" this exclusion (2) shall not apply to such resulting loss or damage.

2. The following exclusion is removed from the policy:  
"disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning".

3. Paragraph 11 of the Policy – **MEDIA** – is deleted in its entirety and replaced by the following:

**MEDIA:** This policy insures, up to the limit shown on the Schedule of Coverage of this policy, loss or damage to 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, and 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. If the property is not replaced or reproduced, the limit of liability for loss or damage shall not exceed the blank value of the media.

4. **DEFINITIONS:**

Wherever used:

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

"Data problem" means:

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

"Named Perils" means:

A) Fire or Lightning.

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

- (i) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
- (ii) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
- (iii) other vessels and apparatus and pipes connected therewith, except feedwater piping, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water or of air storage tanks of 10 square feet or less;
- (iv) moving or rotating machinery or parts thereof;

- (v) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion does not apply to other property insured hereunder that has been damaged by such explosion;
  - (vi) gas turbines.
- C) 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.
- D) Leakage from Fire Protective Equipment: The term “Leakage from Fire Protection Equipment” means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for insured buildings or for adjoining buildings and loss or damage caused by the fall or breakage or freezing of such equipment.

This endorsement is applicable to all forms, riders and endorsements forming part of this Policy. All other terms and conditions remain unchanged. Where this endorsement is in variance or inconsistent with any terms or conditions of this Policy, this endorsement shall take precedence and shall prevail.

## **TERRORISM EXCLUSION ENDORSEMENT**

It is hereby understood and agreed that wherever the war risks exclusion currently appears, it will now read as follows:

### **NOR DOES THIS POLICY INSURE:**

- (i) against 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;
- (ii) against loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

Wherever used in this endorsement:

"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 sector of the public.

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

## PROPERTY FUNGI AND FUNGAL DERIVATIVES EXCLUSION ENDORSEMENT

**This endorsement modifies the insurance provided under the following Forms: PROPERTY ALL RISKS, DATA PROCESSING INSURANCE, FINE ARTS, EXHIBITION, WATERCRAFT FLOATER, BUILDERS RISK AND REGISTERED MAIL AND EXPRESS RIDER.**

**Read the entire policy carefully to determine rights, duties and what is and is not covered.**

### **EXCLUSIONS - ADDED**

This policy does not apply to:

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

### **DEFINITIONS - ADDED**

When used in this endorsement:

- 1. **"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.
- (c) **"Spores"** includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

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



## NUCLEAR EXCLUSION CLAUSE

It is hereby understood and agreed that wherever the Nuclear Exclusion currently appears, it will now read as follows:

This Policy does not apply to and does not cover any loss, damage, cost or expense:

- i) directly or indirectly caused by, resulting from or in any way involving any nuclear, atomic or radioactive material or substances in any form, device, state or process; or
- ii) that is insurable under nuclear or atomic pool insurance or any other form of insurance specifically available for nuclear or atomic risks, (collectively a "Nuclear Loss").

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

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

This exclusion applies notwithstanding any provision in the Agreement affording coverage in whole or in part for any loss, damage, cost or expense (including but not limited to, any provision dealing with Terrorism), regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, cost or expense.

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

## COWAN CARE EXTENSION ENDORSEMENT

This endorsement modifies the coverage provided under the PROPERTY ALL RISK FORM and is subject to the conditions, limitations, additional definitions and other terms of this endorsement and the PROPERTY ALL RISK FORM.

Unless specifically shown on the Schedule of Coverage, the limits stated below are the occurrence limits of this form.

1. **Personal Effects:**

This policy is extended to cover personal effects of Officers and Employees only while on premises owned, rented or occupied by the Insured. The Insurer shall not be liable for losses or damage if, at the time of loss, there is any other insurance which would attach if this insurance had not been in effect, except that this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted. This extension of coverage shall be limited to \$ 10,000 per Officers and Employees and \$ 25,000 any one occurrence.

2. **Master Key Protection:**

This policy is extended to provide cover, subject to all its terms and provisions for not more than \$ 25,000 in any one occurrence to cover loss caused by the necessary replacement of locks, keys and the increased cost of security, following burglary, robbery or mysterious disappearance of Master Keys.

3. **Growing Plants, Lawns, Trees, Shrubs or Flowers in the Open:**

This policy is extended to include, with the exception of windstorm or hail, all risks of direct physical loss or damage to growing plants, lawns, trees, shrubs or flowers in the open. This extension of coverage shall be limited to \$ 1,000 for each growing plant, lawn, tree, shrub or flower including debris removal expense and \$ 100,000 any one occurrence.

4. **Automatic Fire Suppression System Recharge Expense:**

This policy is extended to include for not more than \$ 25,000 in any one occurrence, any automatic fire suppression system recharge expense incurred by the Insured due to the leakage or discharge of the fire suppressant within any automatic fire suppression system at the premises of the Insured where such discharge or leakage is caused by or results from a peril insured against under this form.

5. **Off Premises Power:**

This policy is extended to include loss arising from the interruption of business resulting from the damage to or destruction of any off-premises public utility plants, transformer or switching stations, substations, transformers, or pumping station furnishing heat, light, power or gas to the operations of the Insured, when such damage or destruction is caused by a peril insured against under this policy. The liability of the Insurer, with respect to each interruption of business, whether in whole or in part shall not attach until the period of interruption exceeds the 24 hour waiting period that immediately follows the happening of any loss, subject to a maximum amount of insurance not to exceed \$ 50,000.

6. **Liberalization Clause:**

If, after the issuance of this Policy and before its expiration, there be adopted and published for use in this Province underwritten by the Frank Cowan Company for Property coverage forms, endorsements or rules by which the insurance provided by this Policy could be extended or broadened without additional premium charge, either by endorsement or substitution of form, then as to loss occurring after the effective date of such adoption and publication, such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

7. **Exhibition Floater:**

This policy is extended to cover for not more than \$ 25,000 any one occurrence, insured property while temporarily on exhibition at any location not owned by the Insured including while in transit to and from such locations.

8. **Installation Floater:**

This policy is extended to include property of the insured or of others for which the insured is legally liable, all being intended for installation in connection with the repair, completion, erection, or improvement of property on the conduct of the business operations of the insured. Cover is extended while in transit, during temporary storage away from the premises, while on premises awaiting and during installation, while awaiting and during testing until accepted or the interest of the insured ceases or upon the expiration or the termination of this policy, whichever first occurs. The maximum liability of the insurer in any one loss shall not exceed \$ 25,000.

This extension of coverage does **not** insure the following:

- (i) contractors' and sub-contractors' tools and equipment;
- (ii) plans, blueprints, designs, specifications or any similar property

It is further understood and agreed that the following coverage sections identified under the PROPERTY ALL RISK FORM are hereby deleted and replaced with the following:

10. **Extra Expense:**

- (e) **Interruption by Civil Authority:** This policy is extended to include the actual loss as insured hereunder during the period of time, not exceeding *30 days*, while access to the property insured or buildings containing such property is prohibited by civil authority but only when such order is given as a direct result of damage to neighbouring premises by a peril insured against.

12. **Basis of Settlement: By-Laws**

- (a) Replacement Cost:

- (ii) if repair, replacement or reinstatement with materials of like kind and quality is restricted or prohibited by any law, by-law or ordinance, then settlement shall be based on the increased cost of repair, replacement or reinstatement due thereto, limited to the requirement of any such law, by-law or ordinance and to the cost of repairing, replacing or reinstating the lost or damaged portion of the Property on the same site, of like height, floor area and style and for like occupancy;

Coverage is extended to include the enforcement of the requirements of any Act governing the Insured's profession for an amount not exceeding \$ 25,000 per policy term for improvements the Insured is obligated to complete as required by the Act. This limit of insurance includes debris removal, increased cost to repair, replace, construct or re-construct or any other costs deemed necessary for such improvements.

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

ATTACHED TO AND FORMING PART OF POLICY No. FC40847 OF SUBSCRIPTION POLICY

## **DEDUCTIBLE WAIVER**

It is understood and agreed that 5. DEDUCTIBLE is hereby deleted and replaced with the following:

5. **DEDUCTIBLE:** Each claim for loss or damage shall be adjusted separately. From the amount of each claim arising out of any one occurrence there shall be deducted the amount stated on the Schedule of Coverage of this policy. If property insured by this policy is damaged in an accident while attached to an automobile which results in a claim for physical damage to the automobile under the Insured's Automobile Policy if insured through Frank Cowan Company, then the deductible under this policy will be waived.

The deductible does not apply when the amount of each such claim arising out of any one occurrence exceeds \$ 25,000. This paragraph does not apply to Earthquake or Flood deductibles specifically shown on the Schedule of Coverage.

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

ATTACHED TO AND FORMING PART OF POLICY No. FC40847 OF SUBSCRIPTION POLICY

## DATA PROCESSING INSURANCE

### Coverage Summary

**Rider No. 2**

Description of the Premises	Location 1: Any One Location	Occupancy:
	Location 2:	Occupancy:
Loss, if any, is payable as follows: (The absence of an entry here denotes "LOSS PAYABLE TO THE INSURED".)		

**INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS STATED BELOW.**

COVERAGES	LIMIT OF INSURANCE	DEDUCTIBLE						
Data Processing System & Equipment A. Property owned, leased or controlled by the insured at <table style="display: inline-table; vertical-align: middle; margin-left: 20px;"> <tr> <td style="padding-right: 10px;">Location 1.</td> <td>\$ 50,000</td> </tr> <tr> <td style="padding-right: 10px;">Location 2.</td> <td>\$</td> </tr> </table>	Location 1.	\$ 50,000	Location 2.	\$		\$ 2,500		
Location 1.	\$ 50,000							
Location 2.	\$							
B. Property while in transit or temporarily removed from the premises Valuation: <input type="checkbox"/> Actual Cash Value <input checked="" type="checkbox"/> Replacement Cost	\$ INCLUDED							
Data Processing Media A. Property Owned or Controlled by the Insured at <table style="display: inline-table; vertical-align: middle; margin-left: 20px;"> <tr> <td style="padding-right: 10px;">Location 1.</td> <td>\$ 15,000</td> </tr> <tr> <td style="padding-right: 10px;">Location 2.</td> <td>\$</td> </tr> </table>	Location 1.	\$ 15,000	Location 2.	\$		\$ 2,500		
Location 1.	\$ 15,000							
Location 2.	\$							
B. Property while in transit or temporarily removed from the premises	\$ INCLUDED							
Extra Expense Period of Restoration: <table style="display: inline-table; vertical-align: middle; margin-left: 20px;"> <tr> <td style="padding-right: 10px;">Months</td> <td style="padding-right: 10px;">Location 1.</td> <td>\$</td> </tr> <tr> <td style="padding-right: 10px;">Months</td> <td style="padding-right: 10px;">Location 2.</td> <td>\$</td> </tr> </table>	Months	Location 1.	\$	Months	Location 2.	\$		\$
Months	Location 1.	\$						
Months	Location 2.	\$						
	\$	\$						
	\$	\$						
	\$	\$						
<b>TOTAL LIMIT OF INSURANCE</b>	<b>\$ 65,000</b>							

ATTACHED TO AND FORMING PART OF POLICY No. FC40847 OF SUBSCRIPTION POLICY

**DATA PROCESSING INSURANCE  
INSURING AGREEMENT 1  
DATA PROCESSING SYSTEM & EQUIPMENT**

**1. Property Insured**

Data processing systems including equipment and component parts thereof and air conditioning equipment 24,000 BTU/hr or over used exclusively in data processing operations owned by the Insured or leased, rented or under the control of the Insured, all as per schedule(s) on file with this Company.

**2. Property Excluded**

This Insuring Agreement does not insure:

- a. Data processing media which is hereby defined as meaning all forms of converted data and/or programme and/or instruction vehicles employed in the Insured's data processing operation;
- b. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, or other documents;
- c. Property rented or leased to others while away from the premises of the Insured.

**3. Limit of Insurance**

The Company's total liability for any one loss including salvage charges and other expenses, shall not exceed the Limit of Insurance as stated in the Coverage Summary for the said location.

The Company's liability for loss to property damaged while in transit or while temporarily within other premises shall not exceed the Limit of Insurance stated in Insuring Agreement 1B of the Coverage Summary, such Limit of Insurance being a part of and not in addition to the Limit(s) of Insurance stated in Insuring Agreement 1A of the Coverage Summary.

**4. Perils Insured**

This Insuring Agreement insures against all risks of direct physical loss or damage to the property insured, except as hereinafter provided, occurring during the period of this Insuring Agreement, on the Premises described in the Coverage Summary.

**5. Perils Excluded**

This Insuring Agreement does not insure against loss, damage or expense caused directly or indirectly by:

- a. Inherent vice, wear, tear, gradual deterioration or depreciation;
- b. Any dishonest, fraudulent or criminal act by any Insured, a partner therein or an officer, director or trustee thereof, whether acting alone or in collusion with others;
- c. Delay or loss of market.

**6. Valuation**

- a. **ACTUAL CASH VALUE**—The following clause shall apply if indicated in the Coverage Summary: This Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality, nor the Limit of Insurance in the Coverage Summary.

- b. **REPLACEMENT COST**- The following clause shall apply if indicated in the Coverage Summary: This Company shall not be liable beyond the actual retail replacement cost of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated on the basis of the actual cash retail replacement cost of property similar in kind, capacity, size and quality to that insured at the place of and immediately preceding the time of such loss or damage, but in no event to exceed the Limit of Insurance in the Coverage Summary.

**7. Coinsurance Clause**

- a. The following clause shall apply if actual cash value is indicated in the Coverage Summary: This Company shall be liable in the event of loss for no greater proportion thereof than the amount hereby insured bears to the percent indicated in the Coverage Summary of the actual cash value of all property insured hereunder at the time such loss shall happen.
- b. The following clause shall apply if replacement cost is indicated in the Coverage Summary: This Company shall be liable in the event of loss for no greater proportion thereof than the amount hereby insured bears to the percent indicated in the Coverage Summary of the actual retail replacement cost of all property insured hereunder at the time such loss shall happen.

**8. Deductible**

Each and every loss occurring hereunder shall be adjusted separately and from the amount of each such loss when so adjusted the amount indicated in the Coverage Summary shall be deducted.

**9. Difference in Conditions**

It is a condition of this insurance that the Insured shall file with this Company a copy of any lease or rental agreement pertaining to the property insured hereunder insofar as concerns the lessors' liability for loss or damage to said property, and coverage afforded hereunder shall be only for the difference in conditions between those contained in said lease or rental agreement and the terms of this Insuring Agreement. The Insured agrees to give this Company thirty days notice of any alteration, cancellation or termination of the above mentioned lease or rental agreement pertaining to the lessors' liability.

**10. Maintenance Agreement**

It is a condition of this Insurance that the maintenance agreement (a copy of which is filed with this Company) for the Data processing system and equipment shall be maintained in force during the currency of this policy.

All other terms and conditions of the Policy not in conflict herewith remain unchanged.

**DATA PROCESSING INSURANCE  
INSURING AGREEMENT 2  
DATA PROCESSING MEDIA**

1. **Property Insured**

Active data processing media including programmes being property of the Insured or property of others for which the Insured may be liable.

2. **Property Excluded**

This Insuring Agreement does not insure accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents except as they may be converted to data processing media form, and then only in that form, or any data processing media which cannot be replaced with other of like kind and quality.

3. **Limit of Insurance**

The Company's total liability for any one loss shall not exceed the Limit of Insurance as stated in the Coverage Summary for the said location.

The Company's liability for loss of Data Processing Media damaged while in transit or while temporarily within other premises shall not exceed the Limit of Insurance stated in Insuring Agreement 2B of the Coverage Summary, such Limit of Insurance being a part of and not in addition to the limit(s) of insurance stated in Insuring Agreement 2A of the Coverage Summary.

4. **Perils Insured**

This Insuring Agreement insures against all risks of direct physical loss or damage to the property insured, except as hereinafter provided, occurring during the period of this Insuring Agreement, on the premises described in the Coverage Summary.

5. **Perils Excluded**

This Insuring Agreement does not insure against loss, damage or expense caused directly or indirectly by:

- a. Inherent vice, wear, tear, gradual deterioration or depreciation;
- b. Any dishonest, fraudulent or criminal act by any Insured, a partner therein or an officer, director or trustee thereof whether acting alone or in collusion with others;
- c. Delay or loss of market.

6. **Valuation**

The limit of this company's liability for loss or damage shall not exceed the actual reproduction cost of the property if not replaced or reproduced, blank value of media; all subject to the applicable Limit of Insurance stated in the Coverage Summary.

7. **Deductible**

Each and every loss occurring hereunder shall be adjusted separately and from the amount of each such loss when so adjusted the amount indicated in the Coverage Summary shall be deducted.

8. **Definitions**

The term "**active data processing media**", wherever used in this contract shall mean all forms of converted data and/or programmes and/or instruction vehicles employed in the Insured's data processing operation, except all such UNUSED property.

All other terms and conditions of the Policy not in conflict herewith remain unchanged.

# DATA PROCESSING INSURANCE

## AMENDMENT ENDORSEMENT

**SECTION A:** Notwithstanding the conditions, exclusions and other terms contained in this policy, it is hereby declared and agreed that the following amendments apply:

**1. Limit of Insurance:**

The limit of insurance stated in the Coverage Summary represents a blanket amount of insurance applicable to all property insured under the respective Insuring Agreements at any location and while in transit.

**2. Co-Insurance:**

Clause 7 of Insuring Agreement I is hereby deleted.

**3. Maintenance Agreement:**

Clause 10 of Insuring Agreement I is hereby deleted.

**4. Automatic Extension:**

The coverage afforded by this policy is extended to insure property acquired by or on behalf of the Insured, provided the Insured is liable therefor and provided notice of such acquisitions is given to the Insurer promptly.

**5. Reporting Clause:**

It is a condition of this insurance that the Insured shall provide satisfactory evidence of the total value of all data processing system, equipment and media (if media insured) and undertake to report to the Frank Cowan Company Limited prior to the expiry date of the policy, changes to the total value including the value of all additions or deletions during the policy term.

**6. Deductible:**

Clauses 7 and 8 of the relevant Insuring Agreements are hereby deleted and replaced by the following:

- a. Each claim for loss or damage under any of the Insuring Agreements or a combination thereof, shall be adjusted separately and from the amount of each such adjusted claim arising out of any one occurrence, there shall be deducted the amount shown on the Coverage Summary.

If property insured by this policy is damaged in an accident while ATTACHED to an automobile which results in a claim for damage to the automobile under Section C of the Insured's Automobile policy, then the deductible under this policy will be waived.

- b. It is further understood and agreed that if a claim is made for damage to property due to mechanical or electrical breakdown or disturbance where the damaged property is not subject to a maintenance agreement at the time of loss, a minimum deductible of \$ 1,000 shall apply unless the policy deductible stated above is greater in which case the policy deductible shall apply.

**7. Property of Others:**

Unless otherwise stated in this Rider or specifically added by endorsement to this Rider, the Insurer is not liable for loss or damage to property owned by any person other than the Insured.

**SECTION B:** It is hereby understood and agreed that the following exclusions apply to all coverages under Rider No. 2:

**i. War Damage Exclusions**

The Insurer shall not be liable under this policy for loss from an accident caused directly or indirectly by war, bombardment, invasion, insurrection, rebellion, revolution, military or usurped power, enemy attack including any action or measure taken in resisting, combating, or delaying the enemy by operations of armed forces while engaged in hostilities, whether war be declared or not, or by the explosion of a concentration of munitions or explosives being manufactured, stored or transported.

**ii. Nuclear Energy Exclusion**

This policy does not apply to loss, whether it be direct or indirect, proximate or remote,

- a. from an accident caused directly or indirectly by nuclear reaction, nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled.
- b. from nuclear reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, caused directly or indirectly by, contributed to or aggravated by an accident.



## STATUTORY CONDITIONS

The Statutory Conditions apply to the peril of fire and/or other perils as set out in the Insurance Act of the province in which this policy covers and as modified or supplemented by forms or endorsements attached apply as Policy Conditions to all other perils insured by this policy.

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 Insurers, the Frank Cowan Company Limited, or its local agent; and the Insurers 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 sixty days notice of termination by registered mail;
    - (b) by the insured at any time on request.
  - (2) Where this contract is terminated by the Insurer.
    - (a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
    - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
  - (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
  - (4) The refund may be made by money, postal or express company money order or cheque payable at par.
  - (5) The sixty 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.
6. **REQUIREMENTS AFTER LOSS:**
  - (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11.
    - (a) forthwith give notice thereof in writing to the Insurer;
    - (b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
      - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
      - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
      - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
      - (iv) showing the amount of other insurances and the names of other Insurers;
      - (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
      - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
      - (vii) showing the place where the property insured was at the time of loss;

- (c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
- 7. **FRAUD:** Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.
- 8. **WHO MAY GIVE NOTICE AND PROOF:** Notice of loss may be given, and proof of loss may be made, by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.
- 9. **SALVAGE:**
  - (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 interests of the parties.
- 10. **ENTRY, CONTROL, ABANDONMENT:** After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.
- 11. **APPRAISAL:** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.
- 12. **WHEN LOSS PAYABLE:** The loss is payable within sixty days after 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 receipt of the proofs of loss.
  - (2) In that event the Insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
- 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 two years 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 or outside Canada.

## ADDITIONAL CONDITIONS

1. **AUTOMATIC EXTENSION:** The coverage afforded by this policy is extended to insure property acquired by or on behalf of the Insured, provided the Insured is liable therefor and provided notice of such acquisitions is given to the Insurer promptly.
2. **AUTOMATIC REINSTATEMENT OF LOSS:** Any loss hereunder shall not reduce the amount of this policy.
3. **PERMISSION IS GRANTED:**
  - (a) to make additions, alterations and repairs without limit of time;
  - (b) for any property to remain vacant or unoccupied as occasion may require;
  - (c) to use any property for any purpose approved by the Insured;
  - (d) to do such work and to keep and use such articles, materials, and supplies in such quantities as are usual or necessary to the Insured's business;
  - (e) for other insurance concurrent in form, range and wording.
4. **OTHER INSURANCE:** Unless otherwise provided, if at the time of a 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.
5. **SPRINKLER MAINTENANCE WARRANTY (Applicable to Sprinklered Locations):** It is understood and agreed that the Insured shall notify the FRANK COWAN COMPANY LIMITED of any interruption to or flaw or defect in the sprinkler equipment coming to the knowledge of the Insured.
6. **NOTICE TO AUTHORITIES:** Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.
7. **NO BENEFIT TO BAILEE:** It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.
8. **PAIR AND SET:** In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.
9. **PARTS:** In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
10. **SUE AND LABOUR:** It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
11. **BASIS OF SETTLEMENT:** Unless otherwise provided in the Schedule of Coverage, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
12. **CANADIAN CURRENCY CLAUSE:** All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian Currency.
13. **SUBROGATION:** The Insurer, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the 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.

At the option of the Insured, the Insurer shall waive all rights of subrogation against employees of the Insured or against any other Insured named herein.

## LLOYD'S ADDITIONAL CONDITIONS

**LLOYD'S**

Lloyd's Approved Coverholder ("the Coverholder"):  
 Frank Cowan Company Limited  
 75 Main Street North, Princeton, Ontario N0J 1V0

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

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

**NOTICE**

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

**SEVERAL LIABILITY CLAUSE****PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

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

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

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**INSURE IN CANADA A RISK**

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

## 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](http://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](mailto: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](mailto: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](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

### **For Quebec clients:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.gc.ca](http://www.lautorite.gc.ca)

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

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

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