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 201A Main St., P.O. Box 550  
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<b>Account</b>	027864
<b>Policy</b>	CP80727E
<b>Invoice</b>	0875808
<b>Date</b>	2018/03/22
<b>Page</b>	1

**Algoma Nurse Practitioner LED**  
**443 Northern Avenue**  
**SAULT STE MARIE, ON P6A 5L3**

Account Executive
Ryan Bentley CAIB CIP CRM

Account Representative
Tracey Paolucci CAIB

# Invoice

Algoma Nurse Practitioner LED Clinic Please print and return with payment

Insured's Name	Policy Number	Policy Period
Algoma Nurse Practitioner LED Clinic	CP80727E	2018/03/31 - 2019/03/31

Transaction Type	Effective	Company	Description	Amount
Renew policy	2018/03/31	Frank Cowan Company L...	Crime	468.00
Renew policy	2018/03/31		Provincial Tax, ON	37.44

Account Balance : \$12,511.48

Crime \neo

Invoice Total
505.44

**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).

Invoice Number	Date
0875808	2018/03/22



**CRIME  
POLICY DECLARATIONS**

**Policy Number:** CP80727E

Replaces Number: RENEWAL

Process Date: February 23, 2018

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

**Named Insured(s)**

ALGOMA NURSE PRACTITIONER - LED CLINIC

**Policy Mailing Address**

443 NORTHERN AVENUE  
SAULT STE MARIE, ON P6A 5L3

**Broker Name and Address**

ALGOMA INSURANCE BROKERS LIMITED  
SAULT STE MARIE, ON

**Policy Period:**

**From** MARCH 31, 2018

**To** MARCH 31, 2019

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

**Insured's Operations**

MEDICAL CLINIC

**Schedule of Coverage**

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

**Refer to attached if applicable**

Minimum retained premium for this policy is (\$)**70**

	<b>Total</b>	
	<b>(\$) Premium</b>	<b>468</b>

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

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.

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

  
President

Authorized Representative

**Cancellation/Non-acceptance of this Policy**

**Named Insured(s)**

ALGOMA NURSE PRACTITIONER - LED CLINIC

**Policy Mailing Address**

443 NORTHERN AVENUE  
SAULT STE MARIE, ON P6A 5L3

**Broker Name and Address**

ALGOMA INSURANCE BROKERS LIMITED  
SAULT STE MARIE, ON

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

**Cancellation Agreement**

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

Day/Month/Year

Frank Cowan Company Limited and The Insurer(s) with respect to all accidents, losses or damage occurring on and after the date of cancellation is hereby terminated.

X

\_\_\_\_\_  
Signature (only required if cancelling the Policy)

## SCHEDULE OF COVERAGE

### Comprehensive Dishonesty, Disappearance & Destruction

Form-Edition	Coverage Description	Deductible	(\$ Limit of Insurance	(\$ Premium
CWGX386-0216	Comprehensive Dishonesty, Disappearance and Destruction			468
	Employee Dishonesty - Form A	NIL	50,000	
	Loss Inside the Premises	NIL	1,000	
	Loss Outside the Premises	NIL	1,000	
	Money Orders and Counterfeit Currency	NIL	50,000	
	Forgery or Alteration	NIL	50,000	
	Credit Card Forgery		Not Included	
	Computer and Transfer Frauds		Not Included	
	Extortions			
	Threats to Persons		Not Included	
	Threats to Property		Not Included	
	Pension or Employee Benefit Plan		Not Included	
	Loss Sustained by Client		Not Included	
	Audit Expenses	NIL	50,000	
GNGX408-0117	Lloyd's Additional Conditions			
	<b>Total</b>			<b>468</b>

### Subscription Form

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

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

### Subscribing Companies

<b>Insurers</b>	<b>Participation (%)</b>	<b>(\$ Premium</b>
The Guarantee Company of North America	57.5	269
Underwriters at Lloyd's under Contract Number B1100049400118000	22.5	105
Temple Insurance Company	20	94
<b>Total</b>	100	468

# COMPREHENSIVE DISHONESTY, DISAPPEARANCE AND DESTRUCTION

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

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

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

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

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

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

## INSURING AGREEMENTS

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

### I. "Employee" Dishonesty – Form A

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

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

### II. "Loss" Inside the "Premises"

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

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

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

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

### III. "Loss" Outside the "Premises"

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

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

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

### IV. Money Orders and "Counterfeit" Paper Currency

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

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

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

### V. "Forgery" or Alteration

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

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

## VI. "Credit Card" "Forgery"

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

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

## VII. Computer and Transfer Frauds

### (a) Computer Fraud

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

### (b) "Computer Virus" Fraud

The "Insured" having, in good faith,

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

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

### (c) "Funds Transfer Fraud"

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

### (d) Voice Computer Toll Fraud

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

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

## VIII. Extortion

### (a) Threats to Persons

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

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

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

### (b) Threats to "Property"

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

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

## IX. "Pension or Employment Benefit Plan"

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

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

## X. "Loss" Sustained by a "Client"

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

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

## XI. Audit Expenses

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

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

## EXCLUSIONS

This policy does not apply to:

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

- (b) "loss", the proof of which, either as to its factual existence or as to its amount, is solely dependent upon an inventory computation or a profit and "loss" computation. However, where the "Insured" establishes wholly apart from such computation that it has sustained a "loss", it may offer its inventory records and actual physical count of inventory in support of the amount of "loss" claimed;
- (c) "loss" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the "loss", damage, cost or expense;
- (d) "loss" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the "loss", damage, cost or expense;
- (e) under Insuring Agreements II, III, VI, VII, "loss" due to:
  - (i) the giving or surrendering of "property" in any exchange or purchase,
  - (ii) accounting or arithmetical errors or omissions,
  - (iii) "theft", destruction or disappearance of manuscripts, books of account, records, microfilm, "electronic data", or tapes except to the extent of any coverage provided by Insuring Agreement VII b) or
  - (iv) vandalism;
- (f) under Insuring Agreements II, III, VI and VII, "loss" due to:
  - (i) any "dishonest or fraudulent act" used to induce an "employee" or "authorized representative" to part voluntarily with title to or possession of any "property",
  - (ii) the transfer or the surrender of "property" to a person or place outside the "premises" or "financial institution premises" on the basis of "unauthorized instructions", unless otherwise covered under Insuring Agreement VII, or
  - (iii) the transfer or the surrender of "property" to a person or place outside the "premises" or "financial institution premises":
    - (a) as a result of a threat to do bodily harm to any person, or
    - (b) as a result of a threat to do damage to any "property";
- (g) "loss" due to or arising out of the use of any "automated mechanical device" which is owned, leased or operated by the "Insured", unless all amounts of "money" and "securities" disbursed from and received by the "automated mechanical device" are recorded by a continuous recording instrument therein;
- (h) "loss" directly or indirectly, in whole or in part for:
  - (i) liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
  - (ii) which an "Insured" under this policy is also insured under a contract of nuclear energy liability insurance (whether the "Insured" is unnamed in such contract and whether or not it is legally enforceable by the "Insured") issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an "Insured" under any such policy but for its termination upon exhaustion of its "Limit of Insurance";
  - (iii) "nuclear energy hazard" arising from:
    - (a) the ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an "Insured";
    - (b) the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";
    - (c) the possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an "Insured".

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the "loss", damage, cost or expense;
- (i) "loss" due to damage to the "premises" resulting from fire, however caused, other than to "money" or "securities";
- (j) any fees, costs or expenses incurred or paid by the "Insured" in prosecuting or defending any legal proceeding brought by or against the "Insured", whether or not such proceeding results or would result in a "loss" to the "Insured" that is covered by this policy, except as may be specifically stated to the contrary in this policy;
- (k) indirect or consequential "loss" of any kind including, but not limited to:
  - (i) the "Insured's" inability to realize income including, but not limited to, interest and dividends that would or might have been realized had there been no "loss",
  - (ii) payment of damages of any type for which the "Insured" is or was legally liable, other than compensatory damages arising directly from a "loss" covered under this policy, or
  - (iii) payment of costs, fees or other expenses of any kind, except where covered under Insuring Agreement XI;
- (l) "loss" of "property" due to the transfer or conversion by means of a computer to a person or place outside of the "premises" or any "financial institution premises" on the basis of "unauthorized instructions", unless otherwise covered under any of Insuring Agreements VII (a), VII (b) or VII (c);
- (m) "loss" sustained by one "Insured" to the advantage of any other "Insured";



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

## **CONDITIONS**

### **1. Action Against the Insurer**

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

### **2. Assignment**

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

### **3. Authorized Agent**

Frank Cowan Company Limited is the authorized agent of the Insurer for the purpose of any notice required to be given to the Insurer or by the Insurer under the terms and conditions of this policy.

### **4. Books and Records**

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

### **5. Canadian Currency Clause**

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

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

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

### **7. Cancellation of Policy or Insuring Agreement**

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

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

## 8. Changes

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

## 9. Concealment, Misrepresentation or Fraud

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

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

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

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

## 11. Coverage Territory

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

## 12. Deductible

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

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

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

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

#### 14. **Joint "Insured"**

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

#### 15. **Liberalization**

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

#### 16. **"Limit of Insurance"**

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

#### 17. **"Loss" Caused By Unidentifiable "Employees"**

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

#### 18. **"Loss" Sustained**

- (a) During Current "policy period"

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

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

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

- (b) During Prior Insurance

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

- (a) this policy as of its effective date, or
- (b) the prior insurance had it remained in effect.

**19. No Benefit to Bailee**

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

**20. Non-Accumulation of "Limits of Insurance"**

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

**21. Other Insurance**

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

**22. Ownership of "Property"; Interests Covered**

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

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

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

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

**23. Recoveries**

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

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

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

**24. Subrogation**

In the event of any payment under this policy, the Insurer shall be subrogated to all the "Insured's" rights of recovery against any person or organization and the "Insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and to assign and transfer all such rights of recovery to the Insurer. The "Insured" shall do nothing after "discovery" of a "loss" to prejudice such rights and shall extend its reasonable cooperation to the Insurer in its recovery efforts to the extent requested or required.

**25. Valuation - Payment - Replacement**

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

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

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

## **SPECIAL CONDITIONS**

### **1. "Pension or Employment Benefit Plan"**

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

### **2. "Funds Transfer Fraud"**

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

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

### **3. "Voice Computer Toll Fraud"**

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

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

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

#### 4. **Audit Expense**

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

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

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

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

#### 5. **Extortion**

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

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

#### **DEFINITIONS**

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

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

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

However, "employee" does not mean any:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. **"Nuclear facility"** means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the "Insured" at the "premises" where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, "premises" or place prepared or used for the storage or disposal of waste "radioactive material"; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all "premises" used for such operations.

35. **"Occurrence"** means:

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



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

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

## 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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