



**PROPERTY
POLICY DECLARATIONS**

Policy Number: FC40847

Replaces Number: RENEWAL

Process Date: March 23, 2019

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, 2019

To MARCH 31, 2020

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

Insured's Operations

MEDICAL CLINIC

Schedule or Summary 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 (\$)	230	Total	
		(\$) Premium	1,536

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 FC40847 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)

Policy No. FC40847
 Effective Date: MARCH 31, 2019
 Transaction Type: Renewal

SUMMARY OF COVERAGE - PROPERTY

Form-Edition	Description	Deductible	(\$ Total Limit of Insurance
PWX662-0119	Property Coverage		
	Blanket Limit - Property of Every Description	2,500	848,000
	Coverage: All Risk		
	Basis Of Settlement: Replacement Cost		
PWX662-0119	SUPPLEMENTAL COVERAGE		
	Building By-laws	2,500	Included
	Building Damage by Theft	2,500	Included
	Debris Removal Expense	2,500	Included
	Electronic Computer Systems		
	Electronic Computer Systems Hardware and Media	2,500	Included
	Electronic Computer Systems Breakdown	2,500	65,000
	Electronic Computer Systems - Extra Expense	2,500	Not Insured
	Extra Expense Period of Restoration	90 Days	
	Expediting Expense	2,500	Included
	Fire or Police Department Service Charges	2,500	Included
	First Party Pollution Clean-up	2,500	Included
	Fungi and Spores	2,500	10,000
	Furs, Jewellery and Ceremonial Regalia		
	Ceremonial Regalia	2,500	Included
	Furs and Jewellery	2,500	25,000
	Inflation Adjustment	2,500	Included
	Live Animals, Birds or Fish	2,500	25,000
	Newly Acquired Property	2,500	Included
	Professional Fees	2,500	Included
	Property at Unnamed Locations	2,500	Included
	Property Temporarily Removed Including while on Exhibition and during Transit	2,500	Included
	Recharge of Fire Protection Equipment Expense	2,500	Included
	Sewer Back Up and Overflow	2,500	Included
PWX6050-0119	SPECIALTY PROGRAMS AND ASSOCIATIONS EXTENSION ENDORSEMENT		
	Accounts Receivable	2,500	250,000
	Additional Living Expenses		
	Aggregate	2,500	50,000
	Per Unit	2,500	10,000

Policy No. FC40847
 Effective Date: MARCH 31, 2019
 Transaction Type: Renewal

SUMMARY OF COVERAGE - PROPERTY

Form-Edition	Description	Deductible	(\$) Total Limit of Insurance
PNGX6050-0119	SPECIALTY PROGRAMS AND ASSOCIATIONS EXTENSION ENDORSEMENT (CONTINUED)		
	Builder's Risk Reporting Extension	2,500	1,000,000
	By Laws - Governing Acts	2,500	25,000
	Condominium Loss Assessment and Contingent Building Coverage		
	Condominium Contingent Coverage	2,500	Not Insured
	Unit Owners' Improvements	2,500	Not Insured
	Unit Owners' Loss Assessment	2,500	Not Insured
	Consequential Loss Caused by Interruption of Services		
	On Premises	2,500	Included
	Off Premises	2,500	50,000
	Cost to Attract Volunteers Following a Loss	2,500	10,000
	Docks, Wharves and Piers	2,500	25,000
	Exterior Paved Surfaces	2,500	50,000
	Extra Expense	2,500	250,000
	Fine Arts at Own Premises and Exhibition Site		
	At Insured's Own Premises	2,500	25,000
	On Exhibition	2,500	25,000
	Fundraising Expenses	2,500	25,000
	Green Extension	2,500	25,000
	Growing Plants		
	Any One Item	2,500	1,000
	Per Occurrence	2,500	100,000
	Ingress and Egress	2,500	Included
	Installation Floater	2,500	25,000
	Leasehold Interest	2,500	25,000
	Master Key	2,500	25,000
	Peak Season Increase	2,500	25,000
	Personal Effects	2,500	25,000
	Property of Others	2,500	25,000
	Rewards: Arson, Burglary, Robbery and Vandalism	2,500	25,000
	Signs	2,500	25,000
	Special Limits Indemnity Provision	2,500	25,000
	Supported Independent Living Program	2,500	Not Insured
	Valuable Papers	2,500	250,000
	ADDITIONAL ENDORSEMENTS		
PNGX6024-0119	Earthquake Endorsement	As Per Form	Included

Policy No. FC40847
Effective Date: MARCH 31, 2019
Transaction Type: Renewal

SUMMARY OF COVERAGE - PROPERTY

Form-Edition	Description	Deductible	(\$) Total Limit of Insurance
ADDITIONAL ENDORSEMENTS (CONTINUED)			
PNGX6027-0119	Flood Endorsement	As Per Form	Included
PNGX6015-1018	Deductible Waiver Endorsement		As Per Form
PNGX6013-1018	Additional Interests Endorsement		
PWG663-1018	Statutory and Additional Conditions		
GNGX408-0117	Lloyds Additional Conditions		

IMPORTANT INFORMATION

The Declarations and Summary of Coverage provides an overview of your coverage. Below is a brief description of various terms shown on the Summary of Coverage. This Summary of Coverage will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance.

Total Limit of Insurance	A value may be shown under the 'Total Limit of Insurance' column. Coverage may be limited to a 'per item' value via a form or endorsement attached to and forming part of this policy.
Total Insured Values	The sum of all values covered under this policy.

Read Your Entire Policy Carefully. The information and descriptions contained herein are not intended to be complete descriptions of all terms, conditions and exclusions applicable to the products and services. In all cases, Frank Cowan Company Limited products and services are governed by the terms, conditions and exclusions of the actual policy wordings.

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 or Summary 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 Insurer, or such other proportion as may be substituted by endorsement.

GENERAL CONDITIONS APPLICABLE TO ALL COVERAGES

- The liability of the Insurers individually is limited to that proportions of the loss payable under this policy which the proportion or sum insured specified against the name of the individual Insurer in the List of Subscribing Companies, or such other proportion or sum insured as maybe substituted therefore by endorsement, bears to the total of the sums insured set against each item of the forms and endorsements attached hereto.
- The terms and conditions of any form or endorsement attached to the policy shall be held to apply only to the specific coverage provided by that form or endorsement.
- 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 a person or persons authorized for that purpose by the Insurers. Neither the Insurers nor the Insured shall be deemed to have waived any term or condition of the policy 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 policy.
- Whenever in this policy or in any endorsement attached hereto reference is made to "the Insurer", "the Company" or "this Company" reference shall be deemed to be made to each of the Insurers severally.

IN WITNESS WHEREOF the Insurers through their representative(s) duly authorized by them for this purpose have executed and signed this policy.

Subscribing Companies

Insurers	Participation (%)	(\$) Insured Values	Policy Term (\$) Premium
The Guarantee Company of North America	59.25	1,263,803	910
Underwriters at Lloyd's under Contract Number B1100049400119000	20.75	442,598	319
Temple Insurance Company	20.00	426,599	307
Total Insured Values	100	2,133,000	1,536

PROPERTY COVERAGE

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

Throughout this "form(s)" the term "Named Insured" refers to the "Named Insured" shown in the "declarations", and any other person or organization qualifying as the "Named Insured" in respect of any property insured hereunder. The word "Insurer(s)" refers to the Company or Companies providing this insurance.

Other words and phrases that appear in quotation marks have the special meaning defined in the **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 "application" and the application information, and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of the property "form(s)", attached to and forming part of this policy, the "Insurer(s)" agrees with the "Named Insured" as follows:

INSURING AGREEMENT

In the event that any of the property insured is lost or damaged during the "policy period" as a result of the perils insured against, the "Insurer(s)" will pay the "Named Insured" for the direct loss, damage or expense so caused, up to a maximum amount and not exceeding whichever is the least of:

- (a) the value of the property as determined according to the Basis of Settlement as shown on the "declarations" at the time of the "occurrence";
- (b) the interest of the "Named Insured" in the property;
- (c) the "limit of insurance" shown on the "declarations" in respect of the property lost or damaged.

Provided, however, that where this "form(s)" covers property belonging to more than one person or interest, the "Insurer(s)" total liability for loss, damage and expense sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance shown on the "declarations".

INSURER'S LIABILITY UNDER THIS FORM

- (a) When a "catastrophic limit" is shown on the "declarations", the liability of the "Insurer(s)" under all property "form(s)" shown on the "declarations", for all loss, damage and expense arising out of one "occurrence" shall not exceed the "catastrophic limit" shown on the "declarations", whether such loss, damage or expense is caused by one, or more than one, peril. However, when a separate "limit of insurance" is indicated in this form(s), or on the "declarations" stating that a "limit of insurance" for a specific item or coverage is less than the "catastrophic limit", the "Insurer" shall not be liable for more than the "limit of insurance" specified for such item or coverage whether such "occurrence" is caused by one, or more than one peril.
- (b) When no "catastrophic limit" is shown on the "declarations" the liability of the "Insurer(s)" under all property "form(s)" shown on the "declarations" for all loss, damage and expense arising out of an "occurrence" shall not exceed the "limit of insurance" shown on the "declarations" whether such "occurrence" is caused by one, or more than one peril.

PROPERTY INSURED

Property insured must be:

- (a) described on the "declarations" as "property of every description", "building(s)", "other property", or "scheduled item(s)"; and
- (b) owned, leased, occupied or commandeered by the "Named Insured", or for which the "Named Insured" is legally liable.

except as specifically excluded elsewhere in this "form(s)".

DEDUCTIBLE

The "Insurer(s)" is liable for the amount by which the loss, damage or expense caused by any of the perils insured against exceeds the amount of the deductible shown on the "declarations" for any one "occurrence". Should any "occurrence" give rise to the application of more than one deductible amount as shown on the "declarations", only the highest deductible will be applied.

DUAL POLICY DEDUCTIBLE

When a physical damage loss is insured under an automobile policy issued to the "Named Insured" by Frank Cowan Company Limited, then no deductible shall apply to property insured hereunder which is lost, damaged, or destroyed by a peril insured against under this "form(s)", caused by the same "occurrence" while in, on or attached to the same "automobile".

PERILS INSURED

All Risk Coverage:

When All Risk Coverage is indicated on the "declarations", this "form(s)", except as otherwise provided, insures against all risks of direct physical loss of, or damage to, the **PROPERTY INSURED**.

"Named Perils" Coverage:

When "named perils" Coverage is indicated on the "declarations", this "form(s)" insures against direct physical loss or damage to the **PROPERTY INSURED** as a result of "named perils" as defined herein.

EXCLUSIONS

These exclusions apply to all loss, damage and expenses save to the extent that coverage is specifically granted in the **SUPPLEMENTAL COVERAGES**.

A. PROPERTY EXCLUDED

This "form(s)" does not insure loss of or damage to:

- (a) money, bullion, "cash cards", securities, stamps, tickets (except lottery tickets held for sale) and tokens, precious metals and alloys, evidence of debt or title;
- (b) furs, fur garments, jewellery, costume jewellery, watches, pearls, and precious or semi-precious stones;
- (c) "automobiles", watercraft over 30 feet in length, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property.

This exclusion (c) does not apply to;

- (1) "automobiles" while in storage;
- (2) "automobiles" or unlicensed trailers used in the business of the "Named Insured" when on the "premises" and not insured under a motor vehicle policy;
- (d) growing plants, lawns, shrubs or trees, unless located within "building(s)" insured by this "form(s)";
- (e) personal effects of others the "Named Insured" is not legally liable for;
- (f) retaining walls, walls, bridges, dams and tunnels when not forming part of a "building(s)" insured hereunder;
- (g) sewers, culverts, drains or water mains located outside the "premises" of the "Named Insured";
- (h) street lighting, roadside fencing, road signs, parking meters, pole mounted transformers, antennae (including satellite receivers) and equipment attached thereto, other meters, hot water heaters, valves, hydrants, poles, pipes, wiring, cables, water distribution systems, natural gas, other power or energy distribution or transmission lines, traffic control systems, after such property has been installed away from the "Named Insured's" "premises" but this exclusion (h) does not apply to arena, park or sports field floodlighting systems;
- (i) roadways, walkways, sidewalks, driveways, paved parking lots and other exterior paved surfaces;
- (j) land, land value or land improvements and water, except water which is normally contained within any type of fully enclosed; tank, reservoir, container, piping system or other process equipment;
- (k) docks except while in storage, wharves or piers;
- (l) live animals, fish or birds;
- (m) property insured hereunder while insured under the terms of any Ocean Marine Insurance;
- (n) property illegally acquired, kept, stored or transported;
- (o) illegal substances, and paraphernalia used with such illegal substances, seized or confiscated for breach of any law or by order of any public authority, or other substances that fall within the Schedules to the *Controlled Drugs and Substances Act*. SC 1996, c. 19 and any amendments thereto;
- (p) property insured and seized for non-payment of Municipal taxes;
- (q) property at "premises" which are "vacant";
- (r) "fine arts";
- (s) 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;
- (t)
 - (1) any pressure vessel having a normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
 - (2) any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use);

caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of property as described in (1) & (2) above while connected ready for use;

This exclusion (t) does not apply to:

- (i) manually portable gas cylinders;
- (ii) explosion of natural, coal or manufactured gas;

- (iii) explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;
- (u) "electronic computer systems hardware", "electronic media", "data", and related "electronic computer systems extra expense" or "electronic computer systems breakdown";
- (v) "valuable papers and records";
- (w) accounts receivable records;
- (x) "building(s)" in the course of, or under construction;
- (y) property while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion as defined under "named perils".

B. PERILS EXCLUDED

The following exclusions apply regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This "form(s)" does not insure loss, damage or expenses caused directly or indirectly:

- (a) in whole or in part by "earthquake". This exclusion (a) does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", leakage from a water main or to property in transit;
- (b) in whole or in part by "flood". This exclusion (b) does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", leakage from a water main, or to property in transit;
- (c) (1) by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by a peril not otherwise excluded in this "form(s)";
- (2) by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings, unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this "form(s)";

This exclusion (c) does not apply to "other property";

- (d) to "property of every description" by snowslide, landslide, subsidence or other earth movement whether naturally occurring or not. This exclusion (d) does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", leakage from a water main or to property in transit;
- (e) by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located;
- (f) by centrifugal force, mechanical or electrical breakdown or derangement, in or on the "premises". This exclusion (f) does not apply to loss or damage caused directly by resultant fire;
- (g) by settling, expansion, contraction, moving, shifting or cracking. This exclusion (g) does not apply to loss or damage caused directly and concurrently by a peril not otherwise excluded in this "form";
- (h) by 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 "Named Insured":
 - (1) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - (2) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
 - (3) any other vessels and apparatus and pipes connected therewith while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion (h) (3) does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimeters (24 inches) or less used for the heating and storage of hot water for domestic use or air storage tanks of 10 square feet or less;
 - (4) moving or rotating machinery or parts thereof;
 - (5) 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;
 - (6) gas turbines;

This exclusion (h) does not apply to loss or damage caused by resultant fire;

- (i) by smoke from agricultural smudging or industrial operations;
- (j) (1) by dampness or dryness of atmosphere, changes in temperature, contamination, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish;
- (2) this exclusion (j) does not apply to loss or damage caused directly by freezing to any "building(s)" which is not "vacant" when caused concurrently and directly by a peril not otherwise excluded in this "form(s)";
- (k) by marring, scratching or crushing unless directly caused by a peril not otherwise excluded elsewhere in this "form(s)". This exclusion (k) does not apply to loss or damage caused directly by an accident to a transporting conveyance;
- (l) by rodents, insects, vermin, bats, raccoons, skunks and birds except that resultant damage shall be covered when caused by a peril not otherwise excluded elsewhere in this "form(s)";

- (m) by delay, loss of market, loss of use or occupancy, fines or penalties;
 - (n) in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power;
 - (o) (1) by any dishonest or criminal act committed by the "Named Insured" or any agent of the "Named Insured", acting alone or in collusion with others;
 - (2) by theft or attempted theft committed by any employee of the "Named Insured", acting alone or in collusion with others;
 - (3) by any dishonest or criminal act committed by anyone, other than as stated above, when the "Named Insured" or any agent of the "Named Insured" knew or ought to have known prior to the loss or damage of the dishonest or criminal act;
- Item (3) of exclusion (o) does not apply if, upon becoming aware of the dishonest or criminal act, the "Named Insured" or any agent of the "Named Insured" immediately notifies the police and the "Insurer(s)".

C. POLLUTION EXCLUSION

The following exclusion applies regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This "form(s)" does not insure:

- (a) loss, damage or expense caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean-up";
- (b) the cost or expense for any testing, monitoring, evaluating or assessing, of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

D. DATA EXCLUSION

The following exclusion applies regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This "form(s)" does not insure loss, damage or expense caused directly or indirectly:

- (a) to "data";
- (b) by a "data problem".

This exclusion D. (b) does not apply to resultant loss or damage caused directly by "Named Perils".

E. "FUNGI" AND "SPORES" EXCLUSION

The following exclusion applies regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This "form(s)" does not insure loss, damage or expense caused directly or indirectly:

- (a) by any "fungi" or "spores" unless loss, damage or expense is caused by a peril not otherwise excluded in this form;
- (b) cost or expense for any testing, monitoring, evaluating or assessing of "fungi", or "spores".

F. TERRORISM EXCLUSION

The following exclusion applies regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This "form(s)" does not insure loss, damage or expense caused directly or indirectly by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

G. NUCLEAR EXCLUSION

The following exclusion applies regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This "form(s)" does not insure loss or damage:

- (a) caused directly or indirectly by any nuclear, atomic or radioactive material or substances in any form, device, state or process; or
- (b) that is insurable or insured under nuclear or atomic pool insurance or any other form of insurance specifically available for nuclear or atomic risks, (collectively a "nuclear loss").

Notwithstanding the above, this exclusion G. 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.

H. OTHER EXCLUDED LOSSES

The following exclusions apply regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This "form(s)" does not insure loss, damage or expense:

- (a) caused directly or indirectly by wear and tear;
- (b) caused directly or indirectly by rust or corrosion, gradual deterioration, rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

Items (a) and (b) above do not apply to loss or damage caused directly by a peril not otherwise excluded in this "form(s)".

- (c) consisting of or equal to the cost of making good:
 - (1) faulty or improper material;
 - (2) faulty or improper workmanship;
 - (3) faulty or improper design.

This exclusion (c) does not apply to loss or damage caused directly by a peril not otherwise excluded in this "form(s)".

- (d) caused directly or indirectly by mysterious disappearance, or shortage of insured property disclosed on taking inventory;
- (e) consisting of or equal to any loss, cost or expense proximately or remotely arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of "building(s)" or which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

SUPPLEMENTAL COVERAGES

The following conditions apply to all Supplemental Coverage(s) shown in this "form(s)":

- (a) Supplemental Coverage(s) are subject to all terms, conditions and exclusions save to the extent that coverage is specifically granted in the Supplemental Coverages;
- (b) Supplemental Coverage(s) shall be subject to the "limit of insurance" for each Supplemental Coverage as shown on the "declarations". The "limits of insurance" shown for each Supplemental Coverage shall not increase the "total sum insured" under this "form(s)" unless otherwise indicated. Should any "occurrence" give rise to the application of more than one "limit of insurance" under this "form(s)", the "Insurer(s)" shall only be liable for the highest "limit of insurance" unless a "catastrophic limit" is shown and then the "catastrophic limit" is the most that the "Insurer(s)" is liable for in any one "occurrence" regardless of the number of coverages or "premises" involved in the "occurrence";
- (c) Supplemental Coverage(s) shall not apply if the coverage afforded by these supplemental coverages is more specifically insured elsewhere;
- (d) Supplemental Coverage(s) are subject to the Deductible shown on the "declarations".

"Building" By-laws

- (a) Without increasing the "limit of insurance" and only as a result of a peril insured against, this insurance is extended to indemnify the "Named Insured" for loss or damage "building(s)" insured by this "form(s)" for:
 - (1) loss occasioned by the demolition of any undamaged portion of the "building(s)";
 - (2) the cost of demolishing and clearing the site of any undamaged portion of the "building(s)";
 - (3) any increase in the cost of repairing, replacing, constructing or reconstructing the "building(s)" on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy.

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

- (i) regulates zoning or the demolition, repair or construction of damaged building(s); and
- (ii) is in force at the time of the "occurrence".

- (b) Additional Exclusions

This "Building(s)" By-laws Supplemental Coverage does not insure:

- (1) loss, damage or expense resulting from any increase in the cost of repairing, replacing, constructing or reconstructing the "building(s)" due to the enforcement of any by-law, regulation, ordinance or law which prohibits the "Named Insured" from rebuilding or repairing on the same site or on an adjacent site, of like height, floor area and style, or prohibits continuance of like occupancy;
- (2) loss, damage or expense resulting from the enforcement of any by-law, regulation, ordinance or law which the "Named Insured" was legally obligated to comply with prior to the time of the insured direct physical loss or damage;
- (3) locations which are "vacant";
- (4) Pollution exclusion:

The following exclusion applies regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This "Building(s)" By-laws Supplemental Coverage does not insure:

- (i) loss, damage or expense resulting directly or indirectly from any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting "clean-up";

- (ii) cost or expense for any testing, monitoring, evaluating or assessing, of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

"Building" Damage by Theft

This "form(s)" insures damage (except by fire) to that part of a "building(s)" occupied by the "Named Insured" directly resulting from theft, or any attempt thereat, vandalism or malicious acts, provided the "Named Insured" is legally liable for such damage and is not the owner of such "building(s)" and the "building(s)" are not otherwise insured hereunder.

Debris Removal Expense

This Debris Removal Expense Supplemental Coverage shall only apply to loss or damage not resulting directly or indirectly from the enforcement of a Building By-Law or coverage as provided under the Supplemental Coverage "Building(s)" By-laws as shown in this "form(s)". Coverage under this "form(s)" is extended for:

- (a) Loss or Damage to Insured Property:

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

- (b) Removal of Windstorm Debris:

The "Insurer(s)" will indemnify the "Named Insured" for expenses incurred in the removal of debris or "other property" which is not insured by this "form(s)" which has been blown by windstorm upon the "premises".

The amount payable under (b) of this Debris Removal Supplemental Coverage shall not exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.

- (c) The following Pollution exclusion is applicable to this Debris Removal Supplemental Coverage and applies regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

This Debris Removal Expense Supplemental Coverage does not insure:

- (1) loss, damage or expense resulting directly or indirectly from any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting "clean-up";
- (2) cost or expense for any testing, monitoring, evaluating or assessing, of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

Electronic Computer Systems

- (a) All Risk Coverage under this "form(s)" is extended to cover direct physical loss of, or damage caused by a peril insured against to "electronic computer systems hardware" and "electronic media".

- (b) "Named Perils" under this "form(s)" is automatically extended to cover direct physical loss of, or damage caused by a peril insured against to "data", but only when stored on "premises" insured hereunder except as stored on "mobile personal computing devices" owned by the "Named Insured".

- (c) "Electronic Computer Systems Breakdown" and "Electronic Computer Systems Extra Expense" Coverage:

When a specific "limit of insurance" is shown on the "declarations" for "electronic computer systems extra expense" the "limit of insurance" specified is in addition to the "total sum insured".

- (1) coverage under this "form(s)" is extended to cover direct physical loss of, or damage to, "electronic computer systems" caused by:

- (i) mechanical or electrical breakdown or machinery breakdown;
- (ii) short circuit, blow out or other electrical disturbance;
- (iii) faulty construction, error in design.
- (iv) A "data problem" other than misappropriation but only for resulting direct physical loss to "electronic computer systems hardware".

However this "electronic computer systems breakdown" coverage does not apply to "data".

- (2) "Electronic Computer Systems Extra Expense":

Coverage under this "form(s)" is extended for "electronic computer systems extra expenses" from loss or damage to "electronic computer systems" or from "electronic computer systems breakdown" up to the "period of restoration" as shown on the "declarations".

(d) Additional Exclusions applying to Electronic Computer Systems Supplemental Coverage:

This Electronic Computer Systems Supplemental Coverage does not insure:

- (1) electronic systems that control production machinery or the production machinery itself or any memory bank attached to the production machinery;
- (2) property in the course of manufacture or property the "Named Insured" holds for sale or demonstration;
- (3) accounts, bills, evidence of debt or "valuable papers and records";
- (4) property rented or leased to others while away from the "premises" of the "Named Insured";
- (5) error or omission in machine programming or instructions to machines;
- (6) any loss, damage or expense caused by a "data breach";
- (7) any "electronic media" which cannot be replaced with others of the same kind and quality.

(e) Valuation:

- (1) "Electronic media": the "Insurer(s)" liability shall not exceed the cost of the original media plus the cost of reproducing from duplicates or from originals of the previous generation of the media, but no liability is assumed for the cost of gathering or assembling information or "data" for such reproduction. If the information is not replaced or restored, the "Insurer(s)" will pay the original media value.
- (2) "Electronic computer systems hardware": the "replacement cost" at the time of the "occurrence" but in no event to exceed what it would cost to repair or replace with material of like kind, size, capacity and quality.
 - (i) Coverage is automatically provided for any increase in the "replacement cost" of "electronic computer systems hardware" which has been directly lost or damaged by perils insured against and which the "Named Insured" elects to replace with newer "electronic computer systems hardware" of similar or greater capacity, processing ability or efficiency only if:
 1. the "Named Insured" actually replaces the lost or damaged "electronic computer systems hardware" with newer "electronic computer systems hardware" of similar or greater capacity, processing ability or efficiency; and
 2. the damage to the original "electronic computer systems hardware" equals or exceeds the actual cash value of such "electronic computer systems hardware".
 - (ii) Difference in Coverage Conditions: If the "electronic computer systems hardware" is rented to the "Named Insured", coverage shall be for the Difference in Conditions between the protection afforded by the lessor under the provisions of the rental agreement and the coverages provided under this Electronic Computer Systems Supplemental Coverage.
- (3) Electronic "data": the amount actually and necessarily expended for re-establishing, gathering or assembling information and for replacing instructions to reproduce the lost or destroyed "data".

Expediting Expense

The "Insurer(s)" will pay for the reasonable and necessary expenses to expedite emergency or temporary repairs, permanent repairs or permanent replacement of any insured property that is lost or damaged as a direct result of a peril insured.

These expenses will include overtime wages and the additional cost of express or other rapid means of transportation.

However, in no event will these expenses include expenses insured elsewhere or any costs incurred by the "Named Insured" for the temporary rental of property or the temporary replacement of lost or damaged property.

Fire or Police Department Service Charges

- (a) Coverage under this "form(s)" is extended to Municipal or private fire department charges and firefighting expenses where firefighting equipment and personnel are required to save or protect insured property from an insured peril. Coverage is extended to only those service charges the "Named Insured" is liable for and for which the "Named Insured" has received directly from:
 - (1) the "Named Insured's" Municipal fire department;
 - (2) the "Named Insured's" Municipal police department;
 - (3) a neighbouring Municipality's fire department or police department for which there is no agreement between the "Named Insured" and another Municipality.
- (b) Additional "Limit of Insurance":

When a specific "limit of insurance" is shown on the "declarations" for this Fire or Police Department Service Charges Supplemental Coverage, the amount specified is in addition to the "total sum insured", if the amount payable exceeds the "total sum insured" in any one "occurrence".
- (c) Additional Exclusions:

This Fire or Police Department Service Charges Supplemental Coverage does not apply to costs or expenses:

 - (1) associated with any forest fire regardless of whether the "premises" is insured hereunder or not;
 - (2) incurred by the "Named Insured" if the "Named Insured" operates or controls the responding fire, police or other emergency response department.

First Party Pollution "Clean-up"

- (a) This "form(s)" is extended to include the expense incurred by the "Named Insured" to contain, remove, treat, detoxify, stabilize, neutralize or remediate "pollutants" from the "premises" insured hereunder, if the spill, leakage, discharge, dispersal, seepage, migration, release or escape of the "pollutants":
 - (1) is directly the result of a peril insured against under this "form(s)"; and
 - (2) results from covered loss of or damage to insured property at "premises" insured hereunder; and
 - (3) first occurs during the "policy period"; and
 - (4) is reported to the "Insurer(s)" within 365 days of the commencement of the spill, leakage, discharge, dispersal, seepage, migration, release or escape of the "pollutants".
- (b) Additional Exclusions:

This First Party Pollution "Clean-up" Supplemental Coverage does not insure against:

 - (1) expenses for "clean-up" if the "Named Insured" is not legally liable for the "pollutants";
 - (2) any cost or expense to test, monitor or assess the existence, concentration or effects of "pollutants" other than testing which is performed in the course of containing, removing, treating, detoxifying, stabilizing, neutralizing or remediating extracting the "pollutants" in or on the land or water or atmosphere; and
 - (3) "contagions"

"Fungi" and "Spores"

Coverage under this "form(s)" is extended to cover the cost or expense for any testing, evaluating or monitoring for "fungi" or "spores" required due to loss or damage directly caused by a peril insured and not otherwise excluded in this "form(s)".

Furs, Jewellery and "Ceremonial Regalia"

- (a) Coverage under this "form(s)" is extended to "ceremonial regalia" the "Named Insured" owns or is legally liable for subject to the following:
 - (1) coverage is provided on an All Risk basis;
 - (2) the Basis of Settlement shall be on a "replacement cost" basis.
- (b) Coverage is automatically extended to furs, fur garments, jewellery, costume jewellery, watches, pearls, precious and semi-precious stones, precious metals and alloys other than "ceremonial regalia" the "Named Insured" owns or is legally liable for subject to the following:
 - (1) coverage is provided on a "Named Perils" coverage plus theft or attempted theft;
 - (2) the Basis of Settlement shall be "replacement cost".

Inflation Adjustment

It is agreed that the amount of insurance applicable to "building(s)" shall automatically be increased at the time of loss by the percentage by which the latest published Statistics Canada Non-Residential Construction Price Indexes has increased since the inception date of the most recent "policy period".

If two or more "building(s)" are affected, the foregoing will apply separately to each item.

Live Animals, Birds or Fish

- (a) Coverage under this "form(s)" is extended to live animals, birds and fish owned or acquired by the "Named Insured" for loss resulting in death, destruction or physical injury that renders the animal, bird or fish unable to perform its designated duties, subject to the following:
 - (1) coverage provided for "Named Perils"; and the following additional perils of:
 - (i) theft and attempted theft;
 - (ii) collapse of "building(s)", bridges and culverts;
 - (iii) attack by dogs or wild animals;
 - (iv) collision, derailment or the overturn of a vehicle or transporting vessel on which the insured property is being transported;
 - (v) collision with any vehicle, unless said vehicle is owned or operated by the "Named Insured";
 - (vi) drowning, freezing, sunstroke, inhalation of gas vapours or smoke and poisoning;
 - (vii) accidental shooting;
 - (viii) artificial electricity.
- (b) The Basis of Settlement shall be Actual Cash Value.

- (c) Additional Exclusions:
This Live Animals, Birds or Fish Supplemental Coverage does not apply to:
 - (1) butterfly conservatories;
 - (2) bird sanctuaries;
 - (3) zoo operations;
 - (4) aquaculture or fishing operations;
 - (5) equine operations having more than three (3) equine;
 - (6) theft by the "Named Insured(s)" employee(s);
 - (7) racehorses.
- (d) Coverage shall cease at the earliest of:
 - (1) the inception of more specific insurance; or
 - (2) the expiration of the "policy period".
- (e) If there is no other covered damage, destruction or loss claimed for at the time of a loss under this Supplemental Coverage, no deductible shall apply to this Supplemental Coverage.

Newly Acquired Property

- (a) All Risk Coverage under this "form(s)" is extended for newly acquired "property of every description".
- (b) Additional "Limit of Insurance":
When a specific "limit of insurance" is shown on the "declarations" for this Supplemental Coverage, the amount specified is in addition to the "total sum insured", if the amount payable exceeds the "total sum insured" in any one "occurrence".
- (c) Coverage under both (a) and (b) of this Newly Acquired Property Supplemental Coverage attaches at the time of acquisition and terminates at the earliest of:
 - (1) a period of one hundred twenty (120) days;
 - (2) the inception date of an endorsement when such "property of every description" is to be specifically insured under this "form(s)";
 - (3) the date of notification by the "Named Insured" or an Authorized Agent of the "Named Insured" to the "Insurer(s)" that the "Named Insured" does not require coverage for such "property of every description" under this "form(s)";
 - (4) such time as the "Insurer(s)" declines to provide coverage;
 - (5) at the expiration of this "policy period".
- (d) Conditions:
The following Additional Condition is applicable to this Newly Acquired Property Supplemental Coverage:
 - (1) any additional premium required from the "Named Insured" for this Newly Acquired Property Supplemental Coverage shall be effected from the date of acquisition.
- (e) Additional Exclusions:
This Newly Acquired Property Supplemental Coverage does not apply to:
 - (1) property while at any exhibition site;
 - (2) "fine arts";
 - (3) "vacant" "building(s)";
 - (4) any "building(s)" that is in the course of construction.

Professional Fees

- (a) Coverage under this "form(s)" is extended to pay reasonable fees necessarily incurred by "insured" to auditors, accountants, architects, engineers or other external professionals, excluding the "Named Insured's" own employees and public adjusters, for producing and certifying particulars or details of the "Named Insured's" business required from the "Named Insured" in order to arrive at the amount of the loss payable under this insurance in the event of a claim. This Supplemental Coverage applies only to fees incurred in establishing the quantum of a loss.
- (b) Additional "Limit of Insurance":
When a specific "limit of insurance" is shown on the "declarations" for this Professional Fees Supplemental Coverage, the amount specified is in addition to the "total sum insured", if the amount payable exceeds the "total sum insured" in any one "occurrence".

Property at Unnamed Locations

- (a) If property insured is shown as a "scheduled item(s)" on the "declarations", coverage is automatically extended to "property of every description" at unnamed locations owned, leased or operated by the "Named Insured".

(b) Additional Exclusions:

This Property at Unnamed Locations Supplemental Coverage does not apply to:

- (1) property while at any exhibition site;
- (2) "fine arts";
- (3) loss or damage caused directly or indirectly for "earthquake" or "flood" even if insured elsewhere in this "form";
- (4) "vacant" "building(s)";
- (5) any "building(s)" that are in the course of construction.

Property Temporarily Removed Including while on Exhibition and during Transit

- (a) Coverage under this "form(s)" is extended for "other property" insured hereunder while temporarily removed to any other "premises" occupied (but not owned) by the "Named Insured" including any exhibition site. Coverage is provided while at such temporary location and in course of transit. This Property Temporarily Removed Including while on Exhibition and during Transit Supplemental Coverage includes transit shipments in custody of a carrier under a "shipping document" and to and from any exhibition site.
- (b) Additional Exclusion:
This Property Temporarily Removed Including while on Exhibition and during Transit Supplemental Coverage does not apply to "fine arts".

Recharge of Fire Protection Equipment Expense

- (a) This "form(s)" is extended to cover reimbursement of the "Named Insured" for expenses actually incurred to recharge an automatic fire suppression system as a direct result of a peril insured against.
- (b) Additional "Limit of Insurance":
When a specific "limit of insurance" is shown on the "declarations" for this Recharge of Fire Protection Equipment Expense Supplemental Coverage, the amount specified is in addition to the "total sum insured", if the amount payable exceeds the "total sum insured" in any one "occurrence".

Sewer Backup and Overflow

This "form(s)" is extended to provide coverage for loss or damage to the property insured caused by the backing up or overflow of water from sewers, sumps, septic tanks or drains located on or inside "building(s)".

COVERAGE TERRITORY

The insurance afforded under this "form(s)", applies worldwide unless otherwise endorsed hereon.

LOSS CONDITIONS

Co-insurance

The co-insurance is 'Nil' unless a co-insurance percentage is specified on the "declarations".

When a co-insurance percentage is specified on the "declarations", the co-insurance percentage applies only where the amount of loss, damage or expense exceeds the lesser of 2% of the applicable "limit of insurance" or five thousand dollars (\$5,000).

The "Named Insured" shall maintain insurance concurrent with this "form(s)", on the insured property to the extent of at least the amount produced by multiplying the value of the property as determined in Basis of Settlement clause by the co-insurance percentage specified on the "declarations". If the "Named Insured" fails to do so, the "Named Insured" shall be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

Property of Others

At the option of the "Named Insured", any covered loss of, or damage to, "property of every description" insured may be paid to the "Named Insured" or adjusted with and paid to the customer or the owner of the property.

BASIS OF SETTLEMENT

In the event of loss or damage covered by this "form(s)", valuation of property shall be in accordance with the Basis of Settlement as indicated on the "declarations" and the provisions below.

"Replacement cost"

In the event of loss or damage to "property of every description", "building(s)", "other property", or "scheduled item(s)", the "Insurer(s)" agrees to make settlement on the basis of "replacement cost" unless otherwise indicated on the "declarations" and subject to the following conditions:

- (a) replacement shall be effected by the "Named Insured" with due diligence and dispatch;
- (b) settlement on a "replacement cost" basis shall be made only when replacement has been effected by the "Named Insured" and in no event shall it exceed the amount actually and necessarily expended for such replacement;
- (c) "building(s)" replacement need not be effected on the same site, provided that the "Insurer" shall not be liable for that portion of the increased "replacement cost" that is directly attributable to the change of site to this clause.

Failing compliance by the "Named Insured" with any of the foregoing conditions, settlement shall be made on an Actual Cash Value basis.

This clause does not apply to any increases in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

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

The "Named Insured" may at any time elect to settle on an Actual Cash Value Basis.

Special Basis of Settlement

With respect to the property listed below, valuation shall be determined as follows:

- (a) On property of others in the custody or control of the "Named Insured" for the purpose of performing work upon it:
 - (1) the amount for which the "Named Insured" is liable but in no event to exceed the actual cash value at the time and place of the "occurrence".
- (b) Tenant's Improvements: The liability of the "Insurer(s)" shall be determined as follows:
 - (1) if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended for such replacement, subject to the provisions of "replacement cost".
 - (2) if not repaired or replaced with due diligence and dispatch after such "occurrence", that portion of the original cost of the damaged or destroyed tenant's improvements which the unexpired term of the lease at the time of loss bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease.
- (c) On all "other property" insured under this "form(s)", and for which no specific conditions have been set out, the "replacement cost" at the time of the "occurrence" but in no event to exceed what it would then cost to repair or replace with material of like kind, size, capacity and quality;
- (d) The "Named Insured" may at any time elect to settle on an Actual Cash Value Basis.

Valued Basis

When property is insured on a Valued Basis, settlement shall be based on the amount valued at and insured for, stated in the "declarations".

Actual Cash Value Basis

If property is insured on an Actual Cash Value Basis as indicated on the "declarations", or the "Named Insured" elects to settle on an Actual Cash Value Basis, settlement shall be based on the actual cash value of the property at the time of the "occurrence" or the amount stated on the "declarations", whichever is the least.

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

LOSS AGREEMENT CLAUSE

With respect to this insurance it is agreed that:

- (a) If, on the date of the "occurrence", there is valid Equipment Breakdown Insurance in force covering property, or other insurable interests of the "Named Insured" affected by the "occurrence", the "Insurer(s)" providing such insurance being hereinafter called the "Equipment Breakdown Insurer"; and
- (b) If there is disagreement between the "Insurer(s)" under this contract and the "Equipment Breakdown Insurer" as to either:
 - (1) the proportion of loss to be paid by each "Insurer(s)"; or
 - (2) which "Insurer(s)" is liable,

and always provided that all "Insurer(s)" have agreed that a recoverable loss exists under one or all of the "form(s)" of the respective "Insurer(s)", then upon written request of the "Named Insured", the "Insurer(s)" under this contract will pay one-half of the amount in disagreement which shall not exceed the lesser of the amount still available under this insurance, or the amount still available under the Equipment Breakdown Forms, after making provision in each case for any undisputed loss payable under any of the said "form(s)" or Policies, subject to the following conditions:

- (i) the amount of the recoverable loss is agreed upon by the "Named Insured" and the "Insurer(s)";
- (ii) the "Equipment Breakdown Insurer" and the "Insurer(s)" under this contract have certified to the "Named Insured" that they have entered into an agreement providing for settlement of such disputes;
- (iii) all Property "form(s)" and all Equipment Breakdown Forms in force in the name of the "Named Insured" at the time of loss covering property, or other insurable interest of the "Named Insured" affected by the "occurrence" have been endorsed with an agreement identical to this agreement, subject only to the necessary changes;

- (iv) the "Insurer(s)" shall furnish full co-operation by providing any information, "data", evidence or witnesses to assist in the final disposition of the said loss in disagreement;
- (v) upon payment to the "Named Insured" as provided in this agreement, the "Named Insured" and any parties having interest in the said "form(s)" and Policies shall give a complete release of all claims against all "Insurer(s)";
- (vi) the terms of this Loss Agreement shall not increase or otherwise affect the limits of insurance provided by this "form(s)".

DEFINITIONS

- (a) **"Application"** means all signed "applications", including materials and attachments prepared specifically for and submitted therewith, for this insurance and for any similar insurance in an uninterrupted series of policies issued by the "Insurer(s)" of which this "form(s)" is a renewal or replacement.
All such "applications", attachments and materials are deemed attached to and incorporated into this "form(s)".
- (b) **"Automobile"** means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads and is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract.
- (c) **"Blanket Limit"** is the total value of all "property of every description", "building(s)" or "other property" as described on the "declarations" for all locations insured under this "form(s)", excluding any limits shown as "scheduled item(s)" or items specifically listed as excluded.
- (d) **"Building(s)"** means while located on the "premises":
 - (1) any fixed structures;
 - (2) additions and extensions communicating and in contact with fixed structures;
 - (3) permanent fittings and fixtures attached to and forming part of the fixed structures;
 - (4) tenants improvements that have been made to the fixed structures.
- (e) **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
- (f) **"Catastrophic Limit"** means maximum amount payable for all coverage(s) under all "form(s)" in respect of any one "occurrence" not exceeding the amount specifically shown on the "declarations".
- (g) **"Ceremonial Regalia"** means emblems, specialized symbols or other paraphernalia indicative of an office or membership including chains of office.
- (h) **"Clean-Up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to any of these processes.
- (i) **"Contagion"** means disease transmission by direct or indirect contact.
- (j) **"Data"** means representations of information or concepts, in any form, and regardless of the medium in which it is stored or through which it is transmitted.
- (k) **"Data Breach"** means the unauthorized taking, accessing, acquisition, obtaining, use or disclosure of information on a computer system, including "mobile personal computing devices".
- (l) **"Data Problem"** means:
 - (1) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
 - (2) error in creating, amending, entering, deleting or using "data";
 - (3) inability to receive, transmit or use "data".
- (m) **"Declarations"** means the "declarations" page, including any associated schedules of coverage or summary of coverage, applicable to this "form(s)".
- (n) **"Earthquake"** shall include snowslide, subsidence, landslide or other earth movements occurring concurrently with and directly resulting from an "earthquake" shock. Any "earthquake" shock occurring within any consecutive one hundred sixty-eight hours during the term of this "form(s)", shall be deemed a single "earthquake".
- (o) **"Electronic Computer Systems Breakdown"** means sudden and accidental physical damage to "electronic computer systems hardware" resulting in failure of the "electronic computer systems hardware" which requires the repair or replacement of the "electronic computer systems hardware" or part of the "electronic computer systems hardware".
"Electronic computer systems breakdown" does not mean:
 - (1) depletion, deterioration, corrosion or erosion of material;
 - (2) wear and tear;
 - (3) the functioning of any safety or protective device; nor
 - (4) the failure of a structure of foundation supporting the "electronic computer systems hardware" or a part of the "electronic computer systems hardware".

- (p) **"Electronic Computer Systems Extra Expense"** means the excess total cost during the "period of restoration" over and above any costs that would normally have been incurred had no loss, damage or breakdown occurred.
- "Electronic computer systems extra expense" does not include:
- (1) any expenditures incurred in the purchase, construction, repair or replacement of any physical property unless incurred for the purpose of reducing any loss as provided for under this "form(s)" not exceeding, the amount in which the loss is so reduced;
 - (2) any business income loss other than the extra expenses described in (1) above
- (q) **"Electronic Computer Systems Hardware"** means physical computer devices for electronic storage equipment and components, connections, extensions and systems and "mobile personal computing devices" owned by or leased to, and under the control of the "Named Insured", or for which the "Named Insured" is liable.
- (r) **"Electronic Media"** means pre-packaged software, applications and programs unless proprietary or customized solely for the "Named Insured" but not including "data".
- (s) **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art such as valuable rugs, statuary, monuments, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, stained glass and bric-a-brac of rarity, historical value or artistic merit.
- (t) **"Flood"** means waves, tidal water or tidal waves, the rising, overflowing, or breaking of boundaries of lakes, ponds, reservoirs, rivers, harbours, streams or other similar bodies of water, the rapid accumulation of surface waters (whether driven by wind or not). All loss or damage during a continuous period of seventy-two (72) hours shall be considered one "occurrence".
- (u) **"Form(s)"** includes this property "form(s)" and all endorsements and other "form(s)" forming part thereof.
- (v) **"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.
- (w) **"Limit of Insurance"** means the "blanket limit", "total sum insured", "catastrophic limit", any specific "limit of insurance" indicated for "scheduled item(s)" or other such "limit of insurance" as indicated in this "form(s)" or on the "declarations".
- (x) **"Mobile Personal Computing Devices"** means technology that allows transmission of "data", voice and video via a computer or any other wireless enabled device without having to be connected to a fixed physical link.
- (y) **"Named Perils"** means:
- (1) fire or lightning;
 - (2) explosion: however, except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the "Named 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) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
 - (iv) smelt dissolving tanks;
 - (v) other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
 - (vi) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
 - (vii) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion (y) (2) (vii) shall not apply to "other property" insured hereunder that has been damaged by such explosion;
 - (viii) gas turbines.

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

- 1) electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - 2) bursting or rupture caused by hydrostatic pressure or freezing;
 - 3) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- (3) impact by aircraft, spacecraft or land vehicle. The terms aircraft and spacecraft include articles dropped therefrom.

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

- (i) caused by land vehicles belonging to or under the control of the "Named Insured" or any of his/her employees;
 - (ii) to aircraft, spacecraft or land vehicles causing the loss;
 - (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of "building(s)".
- (4) riot, vandalism or malicious acts. The term riot includes open assemblies of strikers inside or outside the "premises" who have quitted work and of locked-out employees.

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

- (i) due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
 - (ii) due to "flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance;
 - (iii) due to theft or attempt thereat.
- (5) smoke. The term smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace;
- (6) leakage from "fire protective equipment". The term leakage from "fire protective equipment" means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the "premises" or for adjoining "premises" and loss or damage caused by the fall or breakage or freezing of such equipment.
- (7) windstorm or hail. There shall in no event be any liability hereunder for loss or damage:
- (i) to the interior of the "building(s)" insured or their "other property" unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
 - (ii) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not, snowload, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence or landslide.

- (z) **"Occurrence"** means any one loss or series of losses arising from the same event. If the inception of the event causing loss occurs prior to the date of the expiration of this Policy, then the "Insurer" will be liable for any loss incurred after the expiration of this Policy, as a result of the event.
- (aa) **"Other Property"** means property other than "building(s)".
- (bb) **"Period of Restoration"** means the time period that begins on the specific date the actual interruption of the use of the "Named Insured's" electronic hardware, "electronic media" or "data" begins, and ends on the specific date that the actual interruption of the use of the electronic hardware, "electronic media" or "data" ends. In no event, however, shall the "period of restoration" mean a time period exceeding the time period shown on the "declarations".
- (cc) **"Policy Period"** means the time span as shown on the "declarations" commencing with the effective date of the "form(s)", until its expiry date, and if there is no definite expiry date set out in the "declarations", then until such time as the "form(s)" is cancelled or terminated in accordance with the terms herein.
- (dd) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals, "contagions" and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (ee) **"Premises"** means the entire area within the perimeter of the property lines upon which "property of every description" and "scheduled item(s)" insured by this policy are located.
- (ff) **"Property of Every Description"** means "building(s)" and "other property" as described on the "declarations", excluding any limits shown as "scheduled item(s)" or items specifically listed as excluded.
- (gg) **"Replacement Cost"** means: whichever is the least of the cost of replacing, repairing, constructing or reconstructing the property on the same site with property of like kind, capacity, size and quality and for like occupancy without deduction for depreciation; In the event that property of like kind, capacity, size and quality is not obtainable, property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function, shall be deemed to be new property of like kind, capacity, size and quality.
- (hh) **"Scheduled Item(s)"** means items specifically listed on the "declarations" as having a separate and individual insured value.
- (ii) **"Shipping Document"** means a tariff document, bill of lading, shipping receipt, freight bill or contract for services.
- (jj) **"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".
- (kk) **"Total Sum Insured"** means the sum of the "blanket limit" and sum of all "scheduled item(s)" as shown on the "declarations".

- (ll) **"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.
- (mm) **"Valuable Papers and Records"** means written, printed, or otherwise inscribed documents and records, including books, written bylaws, tax rolls, drawings, card index systems, maps, films, abstracts, deeds, mortgages and manuscripts usual to the operations of the "Named Insured" but does not mean money or securities.
- (nn) **"Vacant"** means "property of every description", when operations cease or have closed down for more than 120 consecutive number days unless the operation is seasonal.

SPECIALTY PROGRAMS AND ASSOCIATIONS COVERAGE EXTENSION (SPACE) ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE PROPERTY FORM

The following additional clauses with respect to the "Insurer(s)" liability under this Specialty Programs and Associations Extension Endorsement are hereby added as stated below and are in consideration of the premium, in reliance on the statements in the "application" and the application information, and subject to the "declarations" and all of the terms, exclusions, conditions and limitations of the property "forms" included in this section, the "Insurer(s)" agrees with the "Named Insured" as follows:

INSURERS LIABILITY UNDER THIS FORM

The following Extensions of Coverage are in addition to the "total sum insured" unless otherwise indicated on the "declarations" or in this Specialty Programs and Associations Extension Endorsement. If the words 'Included' are shown on the "declarations" the Extension(s) of Coverage is included within the "total sum insured".

Extensions of Coverage below are subject to all terms, conditions and exclusions in the **PROPERTY FORM** to which this Specialty Programs and Associations Extension Endorsement attaches save to the extent that coverage is specifically granted in this Specialty Programs and Associations Extension Endorsement.

These Extension(s) of Coverage shall not apply if the coverage afforded by these Extensions is more specifically insured elsewhere under any other insurance.

Should any "occurrence" give rise to the application of more than one "limit of insurance" under this "form(s)", the "Insurer(s)" shall only be liable for the highest "limit of insurance" unless a "catastrophic limit" is shown and then the "catastrophic limit" is the most that the "Insurer(s)" is liable for in any one loss regardless of the number of coverages or "premises" involved in the loss. However, when a separate "limit of insurance" is indicated in this form(s), or on the "declarations" stating that a "limit of insurance" for a specific item or coverage is less than the "catastrophic limit", the "Insurer" shall not be liable for more than the "limit of insurance" specified for such item or coverage whether such "occurrence" is caused by one, or more than one peril.

Accounts Receivable

- (a) Coverage is extended to include the "Named Insured's" accounts receivable records while on the insured "premises" including:
- (1) unpaid balances or accounts but only when such inability to effect collection results directly from physical loss of, or damage by a peril not otherwise excluded to the "Named Insured's" accounts receivable records;
 - (2) interest charges on any loan to offset impaired collections pending adjustment of any claim otherwise covered hereunder;
 - (3) collection expense in excess of normal collection cost and made necessary because of such physical loss or damage;
 - (4) other expenses, when reasonably incurred by the "Named Insured" in re-establishing accounts receivable records following such physical loss or damage.

- (b) Additional Exclusions:

This Accounts Receivable Extension of Coverage does not apply to loss, damage or expense:

- (1) due to bookkeeping, accounting or billing errors or omissions;
- (2) the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss, damage or expense which the "Named Insured" can prove, through evidence wholly apart therefrom, is due solely to loss or damage to records of accounts receivable not otherwise excluded hereunder;
- (3) due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or "other property" but only to the extent of such wrongful giving, taking, obtaining or withholding.

- (c) Basis of Loss Settlement:

The following Basis of Loss Settlement is applicable to this Accounts Receivable Extension of Coverage:

- (1) Determination of Receivables: Deductions:

When there is proof that an accounts receivable records loss has occurred but the "Named Insured" cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such physical loss or damage, such amount shall be computed as follows:

- (i) determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediate preceding the year in which the loss, damage or expense occurs;
- (ii) calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the "occurrence" giving rise to the loss occurs, or such part thereof for which the "Named Insured" has furnished monthly statements to the "Insurer(s)", as compared with such average for the same months of the preceding year;

- (iii) the amount determined under (i) above, increased or decreased by the percentage calculated under (ii) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said physical loss or damage occurs;
- (iv) the amount determined under (iii) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

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

(2) Inspection and Audit:

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

(3) Recoveries:

After payment of loss, damage or expense, all amounts recovered by the "Named Insured" on accounts receivable, for which the "Named Insured" has been indemnified under this Specialty Programs and Associations Extension Endorsement, shall belong and be paid to the "Insurer(s)" by the "Named Insured", up to the total amount of loss paid by the "Insurer(s)", but all recoveries in excess of such amounts shall belong to the "Named Insured".

Additional Living Expenses

- (a) Coverage is extended at the option of the "Named Insured" to provide for the necessary increase in living expenses of the residential tenant(s) to maintain their normal standard of living including moving expenses when as a result of physical loss or damage by a peril insured against under this Specialty Programs and Associations Extension Endorsement when the rental unit(s) occupied by such tenants become unfit for occupancy or when as a result of the insured peril the residential tenant(s) must move out while repairs are being made to the "building(s)" or unit.
- (b) Coverage under this Additional Living Expenses Extension of Coverage only applies when a residential tenant has no other valid and collectible insurance in place.
- (c) Payment under this Additional Living Expenses Extension of Coverage shall be limited to whichever is the lesser of:
 - (1) the time required, with exercise of due diligence and dispatch, to repair or replace such damage or destroyed property; or
 - (2) the reasonable time required for the tenant's household to permanently relocate.

Builder's Risk Reporting Extension

- (a) Coverage is extended to include "building(s)" under construction, including materials and supplies on or within 500 meters of "premises" insured hereunder provided this exposure is not covered by any other insurance.
- (b) Coverage terminates at the earliest of:
 - (1) a period of one hundred twenty (120) days after construction begins;
 - (2) on the date the value of the construction project is reported to the "Insurer(s)";
 - (3) at the expiration of this "policy period";
 - (4) at the inception of other insurance in place covering the construction project.
- (c) Additional Conditions:

The following conditions are applicable to this Builder's Risk Reporting Extension of Coverage:

 - (1) coverage is provided on an All Risk basis;
 - (2) any additional premium required by the "Insurer(s)" for this Extension of Coverage shall be effected from the inception of construction.
- (d) Additional Exclusions:

This Builder's Risk Reporting Extension of Coverage does not apply to:

 - (1) any "building(s)" in the course of construction where the construction project requires compliance with CCDC (Canadian Construction Documents Committee) insurance requirements;
 - (2) penalties or liquidated damages for non-completion of, or delay in completion of a contract, for non-compliance with contract conditions, or costs incurred solely in an effort to eliminate or reduce penalties or liquidated damages for which the "Named Insured" may be contractually liable.

- (e) This Builder's Risk Reporting Extension does not increase the "total sum insured".

By Laws - Governing Acts

- (a) Coverage is extended to include the enforcement of the requirements of any Act governing the "Named Insured's" profession for improvements the "Named Insured" is obligated to complete as required by the Act, including debris removal, increased cost to repair, replace, construct or re construct or any other costs deemed necessary for such improvements directly resulting from physical loss or damage to insured property by a peril not otherwise excluded.
- (b) Additional Exclusions:
The following exclusion applies regardless of whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the "occurrence".
This By Laws Extension – Governing Acts Extension of Coverage does not insure:
- (1) loss, damage or expense caused directly or indirectly to "clean up" "pollutants" from "premises";
 - (2) the cost or expense for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

Condominium Loss Assessment and Contingent Building Coverage

- (a) Coverage is extended to insure for physical loss or damage by a peril insured against "condominium units" belonging to the "Named Insured's" subject to the following:
- (1) The "Named Insured's" "unit(s)" as originally constructed, including items of real property that pertain exclusively to the "Named Insured's" "unit(s)", if the "condominium corporation" has no insurance, its insurance is inadequate, or it is not effective.
 - (2) "Other property" on the "Named Insured's" "premises" which the "Named Insured" is required by the Condominium Association Agreement to insure, or for which the "Named Insured" may be assessed under the governing rules of the "condominium corporation".
 - (3) "Unit" additions, alterations, fixtures, improvement or installations made or acquired by the "Named Insured" including materials and supplies on the "premises" for this purpose.
- (b) The maximum amount payable for any one "occurrence" is the "limit of insurance" specified for each coverage listed below and as shown on the "declarations".
- (1) Condominium Contingent Coverage:
Coverage is extended for loss or damage caused by or resulting from a peril insured against to the "Named Insured's" "condominium unit(s)", but only to the extent that the "condominium unit(s)" is not so insured by the "condominium corporation" or to the extent that building insurance purchased by the "condominium corporation" on behalf of its "unit" owners is not effective or is inadequate.
 - (2) "Unit" Owners' Loss Assessment:
Coverage is extended for the payment of the "Named Insured's" share of Special Loss Assessments levied against the "unit" owners of the "condominium corporation" by the directors of said "condominium corporation" in accordance with the governing rules of the corporation, when such assessments are made necessary by direct physical loss or damage by a peril insured against, to the condominium property collectively owned by the "unit" owners.
 - (3) "Unit" Owners' Improvements:
Coverage is extended for loss or damage by a peril insured against to "improvements and betterments" that become a permanent part of the "building(s)" and which the "Named Insured" owns as a "condominium unit" owner.
- (c) Additional Definitions:
- (1) **"Condominium Unit"** means the "condominium unit" specified hereunder to which this supplemental coverage applies and includes garages and private approaches reserved for the "Named Insured's" private use.
 - (2) **"Condominium Corporation"** means a corporation constituted under provincial legislation relating to condominiums and includes a strata corporation and a society as so constituted.
 - (3) **"Improvements and Betterments"** means "building(s)" improvements, alterations and betterments made at the expense of the "Named Insured", or by any previous owner of the "unit", to a "building(s)" owned by the "Named Insured" as a "condominium unit" owner.
 - (4) **"Unit"** means a "unit" as defined in provincial legislation relating to condominiums and includes a strata lot so defined.

Consequential Loss caused by Interruption of Services

- (a) Coverage is extended to include loss arising from:
- (1) physical damage to "other property"; or
 - (2) the actual loss of revenue sustained by the "Named Insured",
- when caused directly by an interruption to the supply of "services" to the "premises" by a peril not otherwise excluded. The interruption must be caused directly by physical loss of, or damage to apparatus and such apparatus

must be used to generate or supply "services" to the "premises".

- (b) A separate "limit of insurance" as shown on the "declarations" shall apply to coverage under this Consequential Loss caused by Interruption of Services Extension of Coverage for an "occurrence" as described in (a):
 - (1) on "premises"; or
 - (2) off "premises".

only when there is an interruption in the supply of "services" as described in this Extension of Coverage.

- (c) Additional Condition – Applicable to Off "Premises" Coverage:

This Additional Condition is only applicable to this Consequential Loss caused by Interruption of Services Extension of Coverage (b) (2) off "premises" coverage.

The liability of the "Insurer(s)", with respect to one "occurrence" arising from each interruption of business, whether in whole or in part, shall not attach until the period of interruption exceeds a twenty four (24) hour waiting period that immediately follows the happening of any loss eligible for coverage under this Consequential Loss caused by Interruption of Services Extension of Coverage, and then the "Insurer(s)" shall be liable only for loss, cost or expense arising from the continuing period of interruption in excess of the first twenty four (24) hour period of that interruption suspension.

- (d) Additional Exclusions:

This Consequential Loss caused by Interruption of Services Extension of Coverage does not cover loss or damage or expense resulting from partial or total interruption to the supply of "services" arising from:

- (1) lack of sufficient generating, transmission or transformer capacity; or
- (2) intentional partial or total interruption or reduction in supply.

- (e) Additional Definition:

The following definition is added to this Consequential Loss caused by Interruption of Services Extension of Coverage:

"Services" means: heat, electricity, water, gas, steam or internet.

- (f) This Consequential Loss caused by Interruption of Services Extension does not increase the "total sum insured".

Cost to Attract Volunteers Following a Loss

- (a) Coverage is extended for additional costs incurred to attract volunteers to the "Named Insured's" organization to resume and continue as nearly as practicable the "Named Insured's" "normal" operations following a loss for which coverage is afforded under the "form(s)" to which this attaches.
- (b) Coverage shall commence with the happening of any "occurrence".
- (c) Coverage shall not be limited to any "occurrence" prior to the expiration of the "policy period" and will cease at the earliest of:
 - (1) the exhaustion of the "limit of insurance" as shown for this Cost to Attract Volunteers Following a Loss Extension of Coverage;
 - (2) the date when the actual "building(s)" or "other property" damaged by the "occurrence" and covered under this "form" have been repaired or replaced with due diligence and dispatch.
- (d) Additional Definition:

The following definition is added to this Cost to Attract Volunteers Following a Loss Extension of Coverage:

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

Docks, Wharves and Piers

- (a) Coverage is extended to include:
 - (1) docks, while not in storage and on the insured "premises";
 - (2) wharves and piers.
- (b) Additional Exclusion:

This Docks, Wharves and Piers Extension of Coverage does not apply to an "occurrence" caused directly or indirectly by ice; including the formation of, melting or breaking up of ice.

Exterior Paved Surfaces

Coverage is extended to include physical loss of, or damage to roadways, walkways, sidewalks, driveways, parking lots and other exterior paved surfaces on "premises" caused by a peril not otherwise excluded.

Extra Expense

- (a) Coverage is extended to include the reasonable and necessary "extra expense" incurred by the "Named Insured" in order to resume and continue, as nearly as practicable, the "normal" business activities at a "premises" if the "extra expense" incurred is caused directly by physical loss of, or damage to insured property caused by a peril insured at that "premises".

(b) Additional Exclusions:

This Extra Expense Extension of Coverage does not insure loss, damage or expense:

- (1) resulting from any increase of loss directly or indirectly, proximately or remotely, resulting from, or contributed to by, the operation of any by-law, ordinance or law regulating zoning or the demolition, repair or construction of "building(s)", unless the loss is otherwise covered;
- (2) resulting from any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the "premises" interfering with the rebuilding, repairing, or replacing the property damaged or destroyed or the resumption or continuation of business or free access to or control of the "premises" or due to the action of sympathetic strikers elsewhere;
- (3) due to fines or damages for breach of contract, for late or non-completion orders, or for any penalties of whatever nature;
- (4) due to loss of income.

(c) Coverage shall commence with the date of the "occurrence".

(d) Coverage shall not be limited to the expiration of the "policy period" and will cease at the earliest of:

- (1) the expiration of the "limit of insurance" as shown for this Extension of Coverage;
- (2) the date on which actual "building(s)" and/or "other property" damaged by the loss and covered under this "form(s)" have been repaired or replaced with due diligence and dispatch.

(e) Conditions:

The following Additional Conditions is applicable to this Extra Expense Extension of Coverage:

- (1) the salvage value of any property obtained for temporary use during the "period of restoration" remaining after that period shall be taken into consideration in the adjustment of any "occurrence" hereunder;
- (2) as soon as practicable after any loss, the "Named Insured" shall resume complete or partial operations and, in so far as practicable, reduce or dispense with such "extra expenses" as are being incurred.

(f) Additional Definitions:

With respect to this Extra Expense Extension of Coverage the following definitions are added:

- (1) **"Extra Expense"** means the excess (if any) of the total cost incurred during the "period of restoration" for the purpose of continuing the "Named Insured's" business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. The cost in each case shall include the expense of using other property or facilities of other concerns or other similar necessary emergency expenses;
- (2) **"Normal"** means the condition which would have existed had no loss occurred;
- (3) **"Period of Restoration"** means the date the actual "building(s)" and/or "other property" damaged by the loss and covered under this "form(s)" have been repaired or replaced with due diligence and dispatch.

"Fine Arts" at Own "Premises" and Exhibition Site

(a) Coverage is extended to include direct physical loss of or damage by a peril not otherwise excluded to "fine arts" owned by, or on loan to the "Named Insured" (from the time the "Named Insured" accepts responsibility until the "fine arts" are returned to the owner) except as hereinafter excluded.

(b) A separate "limit of insurance" as shown on the "declarations" shall apply to coverage under this "Fine Arts" at Own "Premises" and Exhibition Site coverage for an "occurrence" as described in (a):

- (1) while such property is located on an insured "premises";
- (2) on exhibition at locations arranged for by the "Named Insured".

(c) Additional Exclusions:

This "Fine Arts" at Own "Premises" and Exhibition Site Extension of Coverage does not insure:

- (1) breakage of glassware, statuary, marbles, bric-a-brac, porcelains and other fragile articles unless:
 - (i) packed and unpacked by competent packers; or
 - (ii) caused by "Named Perils".
- (2) any property while undergoing any process or while being actually worked upon and where an "occurrence" is due thereto.

(d) Basis of Loss Settlement:

For the purposes of this "Fine Arts" at Own "Premises" and Exhibition Site Extension of Coverage the property shall be valued at the appraised value at the time of "occurrence" or if there is no appraisal, at the greater of:

- (1) the original acquisition cost; or
- (2) the market value at the time of the "occurrence".

- (e) The "limit of insurance" as shown for on exhibition at locations arranged for by the "Named Insured" under this "Fine Arts" at Own "Premises" and Exhibition Site does not increase the "total sum insured".

Fundraising Expenses

- (a) Coverage is extended to indemnify the "Named Insured" for "irrecoverable expenses" incurred as a result of direct physical loss or damage to a fundraising venue other than the "Named Insured's" "premises" caused by a peril not otherwise excluded.

- (b) Additional Definition:

With respect to this Fundraising Expenses Extension of Coverage the following definition is added:

"Irrecoverable Expenses" means:

- (1) costs incurred in advertising, printing stationary and production of fundraising materials and the like for the fundraising event;
- (2) insurance premiums when expressly allocated or purchased for the fundraising event;
- (3) deposit(s), rent or cancellation fees paid for the lease of premises from others for the fundraising event;
- (4) the cost of installing and removing exhibits and transportation charges;
- (5) the cost of medical or security services.

- (c) Limitations:

The following Limitations apply to this Fundraising Expenses Extension of Coverage:

- (1) when the fundraising event cannot continue as originally planned due to the direct physical loss or damage the "Insurer(s)" is only liable under this Fundraising Expenses Extension of Coverage for the "irrecoverable expenses" the "Named Insured" has incurred to date or is legally liable for due to the "occurrence";
- (2) when a fundraising event must be re-scheduled due to the direct physical loss or damage, the "Insurer(s)" is only liable under this Fundraising Expenses Extension of Coverage for the "irrecoverable expenses" the "Named Insured" has incurred to date or is legally liable for due to the "occurrence" at the original venue as originally planned.

Green Extension

- (a) Coverage is extended to apply to an "occurrence" to insured property caused directly by physical loss or damage by an insured peril not otherwise excluded for the additional cost of the following:

- (1) to repair or replace damaged property, whichever is the lesser of the cost at the time of the "occurrence", using equipment, materials and service firms required or recommended by a recognized Canadian environmental certification program;
- (2) to dispose of damaged or destroyed property, if practicable, through a recycling process;
- (3) to flush out reconstructed space with up to 100% outside air using new filtration media.

- (b) With respect to any insured "building(s)" that is and was, at the time of the "occurrence", certified by a recognized Canadian environmental certification program, the "Insurer(s)" will pay the additional costs:

- (1) to prevent lapse of such certification;
- (2) to reinstate the certification or replace it with an equivalent certification;
- (3) for an architect certified or accredited by a recognized Canadian environmental certification program to oversee the repair or replacement of the damaged insured property.

- (c) Additional Exclusions:

This Green Extension of Coverage does not apply to costs or expenses incurred with respect to:

- (1) insured property which has not been damaged or destroyed as a result of a peril insured under this "form(s)";
- (2) any property insured on an Actual Cash Value Basis.

Growing Plants

- (a) Coverage is extended to include direct physical loss or damage by a peril not otherwise excluded to growing plants, lawns, trees, shrubs or flowers in the open while situated at the insured "premises" including debris removal expense.

- (b) Additional Exclusions:

This Growing Plants Extension of Coverage shall not apply to loss, damage or expense:

- (1) caused by windstorm, hail, snowload or ice load, whether or not they are naturally occurring;
- (2) theft or attempt thereat;
- (3) to aquaculture or silvaculture operations owned, operated or controlled by the "Named Insured".

Ingress and Egress

Coverage is extended to include actual loss of revenue sustained by the "Insured" during the period of time not exceeding eight (8) weeks from the date when, as a direct result of physical loss or damage by an insured peril, ingress to or egress from the "premises" is first prevented, irrespective of whether the "premises" or property of the insured shall have been damaged, and whether or not ingress or egress is prevented by an order of civil authority.

This Ingress and Egress Extension does not increase the "total sum insured".

Installation Floater

- (a) Coverage is extended to include property of the "Named Insured" or of others for which the "Named 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 "Named 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 "Named Insured" ceases, or upon the expiration or the termination of this Installation Floater Extension of Coverage, whichever first occurs.

- (b) Additional Exclusions:

This Installation Floater Extension of Coverage does not insure:

- (1) contractors', sub-contractors' and consultants' tools and equipment;
- (2) plans, blueprints, designs, specifications or any similar property.

- (c) This Installation Floater Extension does not increase the "total sum insured".

Leasehold Interest

- (a) Coverage is extended to include the necessary additional lease expenses incurred by the "Named Insured" resulting from physical loss of, or damage to the "premises" insured hereunder by a peril insured against which renders such "premises" unfit for occupancy, therefore cancelling the lease under the terms of the lease agreement.

- (b) Basis of Settlement:

With respect to this Leasehold Interest Extension of Coverage:

- (1) indemnity shall be based on the difference between the existing monthly rent of the "Named Insured" at the location which was damaged or destroyed and the rent required at the replacing location, multiplied by the number of months remaining in the lease at the original "premises", but not to exceed the "limit of insurance" for leasehold interest as shown on the "declarations".

The difference is to be calculated on the basis that the replacing location is of similar size, condition and location without allowance for improvement.

- (2) Where improvements are not damaged or destroyed by an insured peril, if as result of an insured peril, the "Named Insured's" interest in "building(s)" improvements reverts to the "building(s)" owner, as a result of the "building(s)" owner exercising the cancellation clause in the lease, the "Insurer(s)" will pay the "Named Insured's" costs to replace the improvements at this or another location.

- (c) Additional Exclusion:

This Leasehold Interest Extension of Coverage does not apply to any loss of leasehold interest resulting from the "Named Insured" exercising an option to cancel the lease.

Master Key

Coverage is extended to cover the cost of replacing, readjusting, re-tooling or reprogramming keys, locks and magnetic cards following physical loss or damage to insured property caused by a peril insured against including mysterious disappearance, to master keys or access cards that control doors and the increased cost of security following an "occurrence" at the location(s) insured hereunder.

Peak Season Increase

Coverage is extended during peak season activities for the increased values of "other property" or fundraising items not normally stored at the insured location(s).

Personal Effects

At the option of the "Named Insured" coverage is extended to include personal effects of others while such property is on "premises" owned, rented or occupied by the "Named Insured" when loss or damage occurs due to physical loss or damage from a peril not otherwise excluded.

Property of Others

- (a) Coverage is extended to "other property" for which the "Named Insured" is legally liable for, or for which the "Named Insured" has agreed, prior to loss, to provide insurance.
- (b) Coverage is provided on an All Risk basis.
- (c) The basis of settlement shall be "Replacement Cost".

(d) Additional Exclusion:

This Property of Others Extension of Coverage does not apply to "fine arts".

Rewards: Arson, Burglary, Robbery and Vandalism

In the event of physical loss or damage to the insured property resulting from an act of arson, theft or vandalism for which coverage is afforded hereunder, the "Insurer(s)" will reimburse the "Named Insured" for rewards paid for information directly leading to a conviction of the responsible person(s).

Signs

(a) Coverage is extended to insure direct physical loss of or damage to exterior signs owned by the "Named Insured", caused by a peril not otherwise excluded, with the exception of "road signs" located off of the "Named Insured's" "premises".

(b) Additional Definition:

With respect to this Signs Extension of Coverage the following definition is added:

"Road Signs" means those types of signs as published in the Manual of Uniform Traffic Control Devices for Canada for use by Canadian jurisdictions published by Transportation Association of Canada (TAC) or a more specific provincial manual.

Supported Independent Living Program

(a) At the option of the "Named Insured" under this Supported Independent Living Program Extension is extended to:

- (1) include personal property of others enrolled and participating in a supported independent living program, where the "Named Insured" does not own, rent or occupy the "premises" when the "premises" are damaged by a peril insured under this "form(s)";
- (2) provide for the necessary increase in living expenses for residents enrolled and participating in a supported independent living program to maintain their normal standard of living including moving expenses when as a result of a peril insured under this "form(s)" to the rental unit(s) occupied by such tenants become unfit for occupancy or when as a result of physical loss or damage by the insured peril the tenant(s) must move out while repairs are being made to the "building(s)" or unit.

(b) Payment under this Supported Independent Living Extension of Coverage shall be limited to whichever is the lesser of:

- (1) the time required, with exercise of due diligence and dispatch, to repair or replace such damage or destroyed property;
- (2) the reasonable time required for the tenant's household to permanently relocate.

(c) Additional Condition:

The following Additional Condition is applicable to this Supported Independent Living Program Extension of Coverage:

- (1) The "Insurer(s)" shall not be liable for losses or damage under (a) or (b) above 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 Coverage under this Supported Independent Living Extension of Coverage only applies when a tenant has no other valid or collectible insurance in place.

Special Limits Indemnity Provision

(a) Coverage is extended under this Special Limits Indemnity Provision Extension when the "limit of insurance" for any other insured Extension of Coverage described in this Specialty Programs and Associations Extension Endorsement is insufficient to fully indemnify the "Named Insured" following loss or damage insured.

(b) The insufficiency in the "limits of insurance" to fully indemnify the "Named Insured" must be determined after all policy definitions, conditions and limitations have been taken into account in the adjustment of the claim for such loss or damage. If an insufficiency in the "limits of insurance" is determined, the "Insurer(s)" will pay to the "Named Insured", in addition to the adjusted amount of the claim, the lesser of:

- (1) the difference between the amount payable under the adjusted claim and the amount required to fully indemnify the "Named Insured"; or
- (2) the "limit of insurance" specified for this Special Limits Indemnity Provision in the "declarations".

(c) This Special Limits Indemnity Provision may be applied to compensate for the deficiency in "limits of insurance" of one or more Extensions of Coverage in any one loss as per the rules above. In the event that a claim is made under this clause, the "Named Insured" shall elect which Extensions of Coverage shall receive the benefit of this clause.

(d) The "Insurer(s)" shall not be liable for more than the "limit of insurance" shown in the "declarations" for this Special Limits Indemnity Provision in any one occurrence, regardless of the number of Extensions of Coverage this could be applied to due to insufficient "limits of insurance".

Valuable Papers

- (a) Coverage is extended for physical direct loss, damage or expense caused by a peril insured against to:
 - (1) "valuable papers and records" other than electronic "data" and the media on which they are stored;
 - (2) 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.
- (b) Additional Exclusions:

This Valuable Papers Extension of Coverage does not apply to loss, damage or expense:

 - (1) directly resulting from processing, copying or while being actually worked upon and where any loss or damage is due thereto;
 - (2) for "valuable paper and records" that cannot be replaced with others of like kind and quality.
- (c) Basis of Loss Settlement:

With respect to this Valuable Papers Extension of Coverage the following Basis of Settlement applies:

 - (1) "valuable papers and records": the "Insurer(s)" shall be liable for the cost of blank books, blank papers or other materials, plus the cost of labour incurred by the "Named Insured" for actually transcribing or copying such records;
 - (2) media, "data" storage devices, and programme devices for electronic and electro-mechanical "data" processing or for electronically controlled equipment (other than pre-packaged software programs): the "Insurer(s)" liability shall not exceed the cost of blank media plus the cost of reproducing from duplicates or from originals of the previous generation of the media, but no liability is assumed for the cost of gathering or assembling information or "data" for such reproduction.

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

EARTHQUAKE EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE PROPERTY FORM

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

The following additional INSURING AGREEMENT, LIMIT OF INSURANCE, DEDUCTIBLE and SCHEDULE(S) are hereby added as stated below.

INSURING AGREEMENT – ADDED

This Insurance is extended to include loss, damage or expense caused directly or indirectly by the peril of "earthquake" to "building(s)", "other property" or "property of every description" insured hereunder as specifically shown in the **Schedule(s)** below.

All loss, damage or expense caused by any one "earthquake" shall constitute a single "occurrence" hereunder, provided that more than one "earthquake" shock occurring within any consecutive one hundred sixty-eight (168) hours commencing during the "policy period" shall be deemed a single "earthquake" within the meaning hereof. Notwithstanding the foregoing, this "Insurer" shall not be liable for any loss, damage or expense caused by any "earthquake" shock occurring before this endorsement becomes effective. The expiration of this "policy period" will not reduce the one hundred sixty-eight (168) hour period.

It is also agreed, with respect to "earthquake", that any ensuing fire or explosion loss, damage or expense regardless of the time during which it may continue, shall be regarded as a part of the same loss as the "occurrence" which gave rise to it.

LIMIT OF INSURANCE – ADDED

The "Insurer's" liability under this Earthquake Extension Endorsement shall not exceed in any one "earthquake" "occurrence":

- (a) the value of the property as determined according to the Basis of Settlement as shown on the "declarations" at the time of the "occurrence";
- (b) the interest of the "Named Insured" in the property;
- (c) the "limit of insurance" shown on the "declarations".

DEDUCTIBLE – ADDED

The "Insurer" is liable for only the amount by which the loss, damage or expense caused by "earthquake" exceeds the amount of the deductible as shown in the **Schedule(s) of Deductibles** in respect of any one "earthquake". The rules below fix how the deductible will apply.

- (a) If a specifically described item or location is listed in the **Schedule of Locations or Property Items Insured** in this Earthquake Endorsement, the deductible as specified in the **Schedule(s) of Deductibles** applies to that percentage of the actual cash value (or for those items subject to replacement cost, the replacement cost value) of the property insured as on file with the "Insurer" and as indicated in the **Schedule(s)** in this Earthquake Endorsement.
- (b) If only a province is listed in the **Schedule of Locations or Property Items Insured**, the deductible as specified in the **Schedule(s) of Deductibles** will be calculated based on the sum of the actual cash value (or for those items subject to replacement cost, the replacement cost value) of the property insured as on file with the "Insurer" and as per the **Schedule(s)** in this Earthquake Endorsement.
- (c) If a percentage is shown in the **Schedule(s) of Deductibles**, the amount of the deductible shall be that percentage of the actual cash value (or for those items subject to replacement cost, the replacement cost value) of the property insured as on file with the "Insurer" and as per the **Schedule(s)** in this Earthquake Endorsement.
- (d) If both a dollar amount deductible and a percentage deductible are shown in the **Schedule(s) of Deductibles**, the higher of the two deductibles shall apply to **Any One Location** or **Any One Occurrence** as specified in the **Schedule(s) of Deductibles**.
- (e) Since the inception of this "policy period" should the "Insured" acquire Newly Acquired Property as shown under **SUPPLEMENTAL COVERAGE** under the **PROPERTY COVERAGE** "form", the deductible(s) as shown under the **Newly Acquired Property Schedule** in this Earthquake Endorsement will apply unless specifically endorsed hereon.
- (f) The calculation of the deductible shall include all property coverage attributed to that location when such location has suffered an "earthquake" loss, damage or expense.

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

(g) Only highest deductible shall apply if more than one item shown on the **Schedule(s) of Deductibles** in this Earthquake Extension Endorsement has suffered an "earthquake" loss, damage or expense in any one "earthquake" at **Any One Location** or from **Any One Occurrence** as specified under the **Schedule(s) of Deductibles**.

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

NEWLY ACQUIRED PROPERTY SCHEDULE			
PROVINCE	SCHEDULE OF DEDUCTIBLES		
	Applicable to Any One Location or Occurrence	% Percentage Deductible	(\$) Deductible Amount
British Columbia	Any One Location	10%	\$250,000
Quebec	Any One Occurrence	10%	\$100,000
All Other Provinces	Any One Occurrence	3%	\$100,000

SCHEDULE OF LOCATIONS OR PROPERTY ITEMS INSURED	SCHEDULE OF DEDUCTIBLES		
	Applicable to Any One Location or Occurrence	% Percentage Deductible	(\$) Deductible Amount

Ontario - Other Property	Any One Occurrence	NIL	2,500
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ENDORSEMENTS:

Specialty Programs and Associations Extension Endorsement

FLOOD EXTENSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER THE PROPERTY FORM

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

The following additional INSURING AGREEMENT, LIMIT OF INSURANCE, DEDUCTIBLE and SCHEDULE(S) are hereby added as stated below.

INSURING AGREEMENT – ADDED

This Insurance is extended to include loss, damage or expense caused directly or indirectly by the peril of "flood" to "building(s)", "other property" or "property of every description" insured hereunder as specifically shown in the **Schedule(s)** below.

It is also agreed, with respect to "flood", that all loss, damage or expense during a continuous period of seventy-two (72) hours shall be considered one "occurrence". The expiration of this "policy period" will not reduce the seventy-two (72) hour period.

LIMIT OF INSURANCE – ADDED

The "Insurer's" total liability under this Flood Extension Endorsement in any one "flood" "occurrence":

- (a) The value of the property as determined according to the Basis of Settlement as shown on the "declarations" at the time of the "occurrence";
- (b) The interest of the "Named Insured" in the property;
- (c) The "limit of insurance" shown on the "declarations".

DEDUCTIBLE – ADDED

The "Insurer" is liable for only the amount by which the loss, damage or expense caused by "flood" exceeds the amount of the deductible as shown in the **Schedule(s) of Deductibles** in any one "flood". The rules below fix how the deductible will apply.

- (a) If a specifically described item or location is listed in the **Schedule of Locations or Property Items Insured** in this Flood Endorsement, the deductible as specified in the **Schedule(s) of Deductibles** applies to that percentage of the actual cash value (or for those items subject to replacement cost, the replacement cost value) of the property insured as on file with the "Insurer" and as indicated in the **Schedule(s)** in this Flood Endorsement.
- (b) If only a province is listed in the **Schedule of Locations or Property Items Insured**, the deductible as specified in the **Schedule(s) of Deductibles** will be calculated on the sum of the actual cash value (or those items subject to replacement cost, the replacement cost value) of the property insured as on file with the "Insurer" and as per the **Schedule(s)** in this Flood Endorsement. Since the inception of this "policy period" should the "Insured" acquire Newly Acquired Property as shown under **SUPPLEMENTAL COVERAGE** under the **PROPERTY COVERAGE** "form", the deductible(s) as shown under the **Newly Acquired Property Schedule** in this Flood Extension Endorsement will apply unless specifically endorsed hereon.
- (c) The calculation of the deductible shall include all property coverage attributed to that location when such location has suffered a "flood" loss, damage or expense.
- (d) Only the highest deductible shall apply if more than one item shown on the **Schedule(s) of Deductibles** in this Flood Extension Endorsement has suffered a "flood" loss, damage or expense in any one "flood".
- (e) This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

NEWLY ACQUIRED PROPERTY SCHEDULE	
PROVINCE	SCHEDULE OF DEDUCTIBLE
	(\$) Deductible Amount
All Provinces	2,500

SCHEDULE OF LOCATIONS OR PROPERTY ITEMS INSURED	SCHEDULE OF DEDUCTIBLES
PROVINCE	(\$) Deductible Amount

Ontario - All Property Insured hereunder

25,000

ENDORSEMENTS:

Specialty Programs and Associations Extension Endorsement

DEDUCTIBLE WAIVER ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER PROPERTY COVERAGE

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

It is hereby understood and agreed that the **DEDUCTIBLE** clause as shown under the **PROPERTY COVERAGE** "form(s)" is deleted and replaced with the following:

DEDUCTIBLE

The "Insurer(s)" is liable for the amount by which the loss, damage or expense caused by any of the perils insured against exceeds the amount of the deductible shown on the "declarations" for any one "occurrence". Should any "occurrence" give rise to the application of more than one deductible amount as shown on the "declarations", only the highest deductible will be applied.

The deductible does not apply when the amount of each claim arising out of any one "occurrence" exceed \$25,000.

It is further agreed that this Deductible Waiver Endorsement does not apply to any loss, damage, or expense arising out of "earthquake" or "flood" whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the "occurrence".

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

ADDITIONAL INTEREST(S) ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE INSURANCE PROVIDED UNDER PROPERTY COVERAGE

It is hereby understood and agreed that the following interest(s) are hereby made part of the Policy as their interests may appear. Mortgagees if shown are subject to the Mortgage Clause.

SCHEDULE OF ADDITIONAL INTEREST(S)

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.

STATUTORY CONDITIONS

The insurance provided under this coverage is subject to the Statutory Conditions as required by statute in each Province for which this policy is issued. If any condition contains a variation, omission or addition to the Statutory Condition established by the applicable provincial or territorial statute, the Statutory Condition established by provincial or territorial statute prevails. However, if any such conditions are in conflict the broadest application of coverage between the regulating provincial insurance act and this policy wording shall apply.

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 "Named 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", or Authorized 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 "Named 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 "Named Insured" fifteen days' notice if the "Insurer" cancels for nonpayment of premium or ninety days' notice of termination for any other reason by registered mail;
 - (b) by the "Named 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 "Named 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 "Named 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 number of 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 "Named 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 "Named 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 "Named 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 "Named 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 "Named Insured" refuses to do so, by a person to whom any part of the insurance money is payable.
9. **SALVAGE:**
- (1) The "Named 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 "Named 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 "Named 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. **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.

2. **AUTOMATIC REINSTATEMENT CLAUSE:** Any loss hereunder shall not reduce the applicable amount of insurance under this policy.

This clause does not increase or otherwise amend any annual aggregate amount(s) specified on the "declarations" or any amounts that we have indicated are the most we will pay during the "policy period".

3. **BREACH OF CONDITIONS:**

If the "Named Insured" does not comply with a condition of this insurance, any claim for loss or damage is not recoverable.

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

4. **CANADIAN CURRENCY CLAUSE:** All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian Currency.

5. **LIBERALIZATION CLAUSE:** If, during the "policy period", rules or regulations affecting the Policy are revised by statute and coverage provided by this Policy could be extended or broadened without an additional premium charge, such extended or broadened insurance this Policy shall provide coverage accordingly.

6. **MORTGAGE CLAUSE (APPROVED BY: THE INSURANCE BUREAU OF CANADA)**

(a) It is hereby provided and agreed that: Breach of Conditions by Mortgagor, Owner or Occupant.

This insurance and every documented renewal thereof - as to the interest of the mortgagee only therein - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

Provided always that the Mortgagee shall notify forthwith the "Insurer" (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard that shall come to his knowledge; and that every increase of hazard (not permitted by the Policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

(b) Right of Subrogation.

Whenever the "Insurer" pays the Mortgagee any loss award under this Policy and claims that-as to the Mortgagor or Owner - no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the "Named Insured"; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the "Insurer"; or the "Insurer" may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

(c) Other Insurance.

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

(d) Who May Give Proof of Loss

In the absence of the "Named Insured", or the inability, refusal or neglect of the "Named Insured" to give notice of loss or deliver the required Proof of Loss under the Policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

(e) Termination.

The term of this mortgage clause coincides with the "policy period";

Provided always that the "Insurer" reserves the right to cancel the policy as provided by Statutory Provision but agrees that the "Insurer" will neither terminate nor alter the Policy to the prejudice of the Mortgagee without the notice stipulated in such statutory provision.

Foreclosure (In the Province of Quebec, Transfer of Title)

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

Subject to the terms of this mortgage clause (and these shall supersede any policy provisions in conflict therewith but only as to the interest of the mortgagee), loss under this Policy is made payable to the mortgagee.

7. **NOTICE TO AUTHORITIES:** Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the "Named Insured" shall give immediate notice thereof to the police or other authorities having jurisdiction.
8. **NO BENEFIT TO BAILEE:** It is warranted by the "Named Insured" that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.
9. **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.
10. **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.
11. **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.
12. **PERMISSION:**

This clause does not alter the "limit of insurance". For the purposes of this Form this clause only gives Permission for the following situations:

 - (a) for other insurance concurrent with this insurance;
 - (b) to make additions, alterations or repairs;
 - (c) to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to the "Named Insured's" business.
 - (d) property preservation: If any of the insured property is necessarily removed from the "premises" to prevent loss of or damage to or further loss of or damage to such property, for thirty (30) days only, or for the unexpired term of the Policy if less than thirty (30) days, insure the property removed and any property remaining at the "premises".
13. **SPRINKLER MAINTENANCE** (Applicable to Sprinklered Locations): It is understood and agreed that the "Named Insured" shall notify the Authorized Agent of any interruption to or flaw or defect in the sprinkler equipment coming to the knowledge of the Insured.
14. **SUBROGATION:** The "Insurer", upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the "Named Insured" against any person, and may bring action in the name of the "Named 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 "Named Insured" prior to loss shall not affect the right of the "Named Insured" to recover.

At the option of the "Named Insured", the "Insurer" shall waive all rights of subrogation against employees of the "Named Insured" or against any other Insured named herein.
15. **SUE AND LABOUR:** It is the duty of the "Named 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.
16. **TIME:** It is understood and agreed that the phrase "12:01 a.m." as used with reference to the beginning and ending of this Policy shall mean 12:01 a.m. Standard Time, at the place where the property Insured is located.
17. **TITLES OF PARAGRAPHS:** The several titles of the various paragraphs of this Policy (and of endorsements if any, now or hereafter attached to this Policy) are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions of the policy.
18. **VERIFICATION OF VALUES:** The "Insurer" or its duly appointed representative shall be permitted at all reasonable times during the term of all property Forms attached to this policy, or within a year after termination or expiration, to inspect the property insured and to examine the "Named Insured's" books, records and such policies as relate to any property insured hereunder. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this policy.

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. Further details can be found on our online Privacy & Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>.

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

Who we disclose your information to

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

Disclosure without consent

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

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

How to access your information and/or contact us

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at info@lloyds.ca.

The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

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

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Code of Consumer Rights and Responsibilities

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

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

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LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

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

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

E-mail: info@lloyds.ca

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

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

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

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.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

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