

Ottawa-Carleton Standard Condominium Corporation No. 934  
1 Meridian Place Suite 100  
Ottawa, ON K2G 6N1

## Thank you

for allowing Intact Insurance to help protect what is important to you and your business.

To continue providing the best protection available, we'd like to introduce our new comprehensive, flexible commercial property product – *EDGE Complete* - backed by Intact's promise of service, support and stability.

### ***Built for business***

In today's marketplace, business cannot afford to be static, and your insurance should be able to keep pace with you. With Intact Insurance, you'll benefit from not only broader coverage, but a flexible limit structure that provides better overall protection in case of an incident:

- Sections 1 and 2 each provide a high blanket limit for the claims most commonly experienced by businesses. These limits provide increased peace of mind; the entire amount can be applied to any one coverage or combination of coverages that fall within these sections. These limits are for the term of your policy, even if you have more than one claim in your policy term.
- Section 3 provides over 30 additional coverage items, each with an individual limit.

### ***Designed for condominiums***

We recognize condominium corporations have a unique set of risks and responsibilities. From ensuring your residents are cared for in an emergency to safety and security of the premises, you have a lot to consider when it comes to the right insurance policy. *EDGE Complete* offers that extra peace of mind knowing your insurance package includes the following coverages:

- Condominium Corporation:
  - Common expense to cover a unit owner's contributions when the unit cannot be occupied due to loss.
  - Common elements contents or common area contents to cover loss or damage to furnishings, fittings, machinery or appliances located in common areas of the premises which are not otherwise insured.
  - Trustees fees to cover services provided by a trustee following a loss should the services be required by the Condominium Declaration and Insurance Trust Agreement.
  - Property in custody to cover unit owners' property in the custody of the Condominium Corporation at the time of loss.
- We will replace, repair or reprogram locks and keys following a covered loss (e.g. if the building is broken into or key cards are stolen).

To learn more about our *EDGE Complete* offering or to discuss the details of your policy, please contact your broker.

***EDGE Complete.***  
Comprehensive coverage. More choice.

*Certain conditions, limitations, and exclusions apply. Your contract prevails at all times; please consult it for a complete description of coverage and exclusions.*



# Your Business Insurance Invoice

Renewal Policy

Policy Period	Payment Plan	Due Date	Amount Due
01 Feb 2019 to 01 Feb 2020	Three Pay	07 Feb 2019	\$16,235.00

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 934  
1 MERIDIAN PL SUITE 100  
OTTAWA ON K2G 6N1

## Thank you for trusting Intact with your insurance needs

- ✓ If you do not wish to renew your policy, please return all policy documents to your Broker prior to the due date to prevent a charge.
- ✓ Please ensure payment is received by the due date shown to maintain continued coverage.
- ✓ Did you know that you could lower your premium by opting for a higher deductible?

## Your Account Detail

Effective Date	Description	Amount
01 Feb 2019	Renewal Policy	\$45,000.00
	Instalment Fee	35.00
	Tax on Insurance Premiums	3,600.00
	<b>New Balance</b>	<b>\$48,635.00</b>

By keeping sufficient funds available in your account, you avoid being charged a \$40 fee.  
Please allow 5 business days for us to receive all payments.

## Your Payment Schedule is:

- Due 07 Feb 2019	\$16,235.00
- Due 01 May 2019	\$16,200.00
- Due 01 Aug 2019	\$16,200.00

First payment includes \$35 instalment fee.  
You will receive an invoice for each unpaid instalment.

intact.ca

Policy Number	Broker ID
5 01159820 6714	09624

Invoice Date  
18 Jan 2019

## Have Questions? Contact Your Broker:

613 746 1450

MANTHA INSURANCE BROKERS LTD  
295 MONTREAL ROAD  
VANIER, ONTARIO K1L 6B8

MAIL@MANTHAINSURANCE.COM

## Facing an Emergency Situation?

Call: 1 866 464 2424

**24/7  
CLAIMS  
SERVICE**

The support you need.  
30 MINUTES, GUARANTEED.

Our Commercial Umbrella  
coverage offers you added  
liability protection when you  
need it most.

▼ Detach here and return the Payment Slip with your payment. ▼

Additional terms and conditions on reverse ➡



Intact Insurance Company  
PO BOX 4254 STN A  
TORONTO, ONTARIO  
M5W 5S6

## Client

OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION NO.

Policy Number      Broker ID  
5 01159820 6714      09624

## Payment Slip

### Three Pay Plan:

Amount Due..... \$16,235.00

This amount includes a \$35 instalment fee.

### Additional Payment Options:

- **Monthly Pay** (includes 3% interest)  
Complete, sign and return the authorization on the back.
- **One Pay**  
- Due 07 Feb 2019 ..... \$48,600.00

### Payment Due Date

07 Feb 2019

### Amount Being Paid

\$

### If paying by cheque:

- ✓ Make cheque payable to:  
**Intact Insurance**
- ✓ Write your policy number on  
your cheque.

00501159820671402071900016235004

Additional terms and conditions on reverse ➡

## Choose **When** You Pay

### Monthly Pay (If Eligible)

- Payments are divided equally and are automatically withdrawn from your bank account.
- You will receive a schedule of your monthly instalments.
- The withdrawal date is the same as your policy effective date, but can be changed to suit your needs.
- You will receive a new schedule if there is a change to your policy.

### One Pay

- One annual payment, due at the start of your policy period.

### Three Pay (If Eligible)

- Divide your premium, including taxes when applicable, by 3.
  - 1<sup>st</sup> payment (plus \$35 instalment fee) due at the start of your policy.
  - 2<sup>nd</sup> payment due 3 months later.\*
  - 3<sup>rd</sup> payment due 6 months later.\*
- \* We will send you a reminder when your payment is due.  
\* Post dated cheques are accepted.

## Method of Payment

- Automatic monthly withdrawals from your bank account.
- A 3% interest charge applies.
- Refer to "Interest and Fees" section below.

- EFT automatic withdrawal
- Internet and telephone banking through your Financial Institution.
- Cheque or money order.
- Credit Card One Time Payment.
- Credit Card Automatic Payment Visa or Mastercard.

## What if I make **Changes**?

Talk to your Broker about any changes to:

### • Your policy

Once the change is processed, you will receive an updated summary of your account, payment dates and new amount due.

### • Your bank or chequing account

We need 14 days' notice if your account information changes or you switch to a different bank, trust company or credit union.

## Interest and Fees

- An interest rate of 3% of the total premium, which is equivalent to an annual percentage rate of 6.40%, as may be varied by applicable provincial law, endorsements or other policy amendments, is applied in monthly instalments over the term of the policy.
- A \$40 fee is charged due to insufficient or unavailable funds.
- A \$40 fee is charged to reinstate a cancelled policy, if applicable.
- A \$35 instalment fee is charged to the 'Three Pay' plan.

I have authorized **Intact Insurance Company**, or its affiliates, successors, assignees or transferees ("Intact"), to begin automatic deductions for payment of insurance premiums. I have waived the right to receive pre-notification of the amount/timing of the PAD prior to the debit being processed. I may cancel this authorization at any time by providing 10 days notice. I have certain recourse rights if any debit does not comply with this agreement (e.g. right to reimbursement). To obtain more information on my cancellation rights (including a sample cancellation form) and/or my recourse rights, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). I have authorized my broker/insurance company to collect, use and disclose my personal information (PI) provided in this document and as I may otherwise provide, subject to laws and to my broker's/insurance company's policy regarding PI, for the purpose of facilitating the payment of insurance premiums. I have confirmed that all individuals whose PI is contained in this document have consented to the collection, use and disclosure of their PI including, without limitation, for electronic funds transfer, and have authorized me to agree to the above on their behalf.

Personal PAD \_\_\_\_\_ Business PAD \_\_\_\_\_

Apply for Automatic Payments	One Pay <input type="checkbox"/> Three Pay <input type="checkbox"/> Monthly Pay <input type="checkbox"/>	Authorization	** One Void Cheque Required **
1. Complete and sign this authorization. 2. Send it to us, along with one void personal cheque.	Name of Bank Account Holder		Signature of Bank Account Holder
	Name of Bank, Trust Company or Credit Union		Account Number
	Date	Preferred Withdrawal Date	Policy Number <b>5 01159820 6714</b>
Paying by Credit Card	<b>To make a credit card payment or to register for automatic credit card payments on One or Three Pay plans, please visit our website <a href="http://www.intact.ca">www.intact.ca</a> or call your Broker.</b> If you have already registered for automatic credit card payments, then this notice to the policyholder and the credit card holder (collectively, "you"/ "your") is a confirmation of your authorization for registering your credit card for payment of insurance premiums owing under all policy terms and receipt of any refunds to be credited under all policy terms. Payments, including premiums, taxes, interest and all applicable charges, or credits from the policy with <b>Intact Insurance Company</b> under any policy term, will be automatically charged/applied to your credit card. You have the right to discontinue your automatic credit card payments upon fourteen (14) days' notice prior to the next scheduled due date, or your credit card may be charged. Upon fulfilling the cancellation terms of the policy, Intact will discontinue all billing from your credit card.		

Intact Insurance Company  
700 University Avenue, Suite 1500  
Toronto, ON M5G 0A1

**Insured name and postal address**

Ottawa-Carleton Standard Condominium Corporation No. 934  
1 Meridian Place Suite 100  
Ottawa, ON K2G 6N1

**Broker** 09624

Mantha Insurance Brokers Ltd  
295 MONTREAL Road VANIER, Ontario  
K1L 6B8

**General Information**

Intact Insurance Company hereinafter called the Insurer.

Type of Document	RENEWAL
Policy Period	<b>From</b> February 1, 2019 <b>To</b> February 1, 2020 12:01 A.M. local time at the postal address of the Insured shown above
Insured's Business Operations	Building Owner
Billing Method	Direct Bill
<b>Total Policy Premium</b>	<b>\$45,000</b>

Save paper, add convenience!  
Ask your broker to send your insurance documents electronically.



**This policy contains a clause(s) that may limit the amount payable**

In consideration of the premium stated, the insurer will indemnify the Insured with the terms and conditions of the Policy.

The Policy is issued subject to the declarations, coverage agreements, exclusions, definitions, conditions, and limits as well as the riders or endorsements to the policy which may from time to time be added to form part of the policy.

In accepting the present policy, the Insured and the Beneficiary, if any, recognize that from the effective date of this policy, any previous policy stated in the Declarations is replaced by this policy, including all renewals attaching thereto.

CANCELLATION

In consideration of the return premium, if any, this Policy and Renewal (if any) are cancelled and surrendered to the Insurer.

Date of Cancellation (Day, month, year): \_\_\_\_\_

Reason: \_\_\_\_\_

Signature: \_\_\_\_\_  
Insured Date

### Location 1

**Address** 1-  
3 Meridian Place  
Nepean, ON K2G 6N1

**Occupancy** 66 Unit Condominium Apartment Building

Coverage	Form	Coinsurance %	Deductible \$	Limit of Insurance \$
Building and/or Contents - Broad Form Property of Every Description Valuation: Replacement Cost	BF02-2	90	5,000	25,396,493
Profits - Actual Loss Sustained	BI14-1			
Equipment Breakdown Edge Option 3	BM12-2		5,000	25,396,493
Earthquake Shock Endorsement Deductible 5% or \$100,000. whichever is the greater	E021-2			
Stated Amount - Waiver of Co-Insurance Endorsement	E043-2			
Water Damage Exclusion	E085-2			
Edge Complete 2.0 Section 1 - Blanket Extensions Section 2 - Blanket Extensions Section 3 - Additional Extensions	EP30-1			500,000 100,000 As per Form
Business Interruption Extension 2.0	EP31-1			As per Form
Commercial Property Policy Conditions (Applicable to all provinces except AB, BC, SK, MB, NU, NT, YT and QC)	G011-3			
Waiver of Subrogation Name of Insured	GE0001 GE0002			

Miscellaneous

Coverage	Form	Coinsurance	Deductible	Limit of Insurance
		%	\$	\$
Difference in Conditions, Deductible Amounts and Limits of Insurance	G031-1			





Intact Insurance Company

Crime

Coverage	Form	Deductible	Limit of Insurance
		\$	\$
Edge Crime Coverage Endorsement	EC01-1		As per Form
The Crime Coverage Edge - Fidelity Limit Increase	GE0003		

### General Liability

Coverage	Form	Deductible \$	Limit of Insurance \$
Commercial General Liability	LR02-2		
Coverage A - Bodily Injury and Property Damage Liability (Each Occurrence Limit)			5,000,000
Coverage A - Bodily Injury and Property Damage Liability (General Aggregate Limit)			5,000,000
Coverage A - Products-Completed Operations (Aggregate Limit)			5,000,000
Coverage A - Property Damage Deductible: Per Occurrence		1,000	
Coverage B - Personal Injury and Advertising Injury Liability			5,000,000
Coverage C - Medical Payments (Per Person)			25,000
Coverage D - Tenants' Legal Liability		1,000	500,000
Liability Extension - Comm	EL03-2		As per Form
Additional Insured - Owners, Lessees or Contractors	L154-1		
Limited Fungi or Spores Coverage Extension	L199-1		
Aggregate Limit			250,000
Per Occurrence			250,000
S.P.F. No. 6 - Supplementary Non-Owned Automobile Coverage	L222-1		5,000,000
O.E.F. 98B - Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement	L257-1		
Liability Conditions	L300-2		

Premises, Property and Operations	Rating Information(s)				Premium \$
	Rating Base	Rating Base Amount	Rating Units	Adjustable Rate	
66 Unit Condominium Apartment Building	Flat premium	-	-	-	
66 Unit Condominium Apartment Building	Units	66	Per Unit	18.722	3,287

General Liability

Interested Party(ies)		Applicable to
Capital Concierge Property Management 900 Greenbank Road, Ottawa ON K2J 4P6	Additional Insured	Property Management

Professional Liability

Coverage	Form	Deductible	Limit of Insurance
		\$	\$
Condominium Directors and Officers Liability	PR05-1		3,000,000

Professional Services 66 Unit Condominium Apartment Building

**Additional Conditions**

**Form**

Declaration of Emergency Endorsement

2485-1

**Emergency number**

If you have a serious loss after regular business hours,  
please call:

**1 866 464 2424**



## Waiver of Subrogation

This endorsement changes the policy. Please read it carefully.

Attached to and forming part of the Property Coverages as stated on the "Declaration" pages.

The insurer hereby waives its rights to subrogation to the extent that the insured has given any waiver, indemnity or release under the terms of the lease in effect at the time of loss against any tenant or unit holder of the premises at 1 - 3 Meridian Place, Nepean, Ontario K2G 6N1.

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

**Policy 501159820**

**Location 1**

## **Name of Insured**

This endorsement changes the policy. Please read it carefully.

Attached to and forming part of this policy - the Named insured is to read as follows:

Ottawa-Carleton Standard Condominium Corporation No. 934 includes All Registered Unit Owners from time to time and All Registered Mortgagees from time to time.

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



## **The Crime Coverage Edge - Fidelity Limit Increase**

This endorsement changes the policy. Please read it carefully.

Attached to and forming part of the Edge Crime Coverage Endorsement Form EC01.

Item 1, Employee Fidelity-Insuring Agreement I.A, the limit of insurance is amended to \$100,000 (aggregate).

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



## Important changes to your property insurance with *EDGE Complete*

Thank you for renewing your commercial insurance policy with Intact Insurance. In order to better respond to changes in the commercial marketplace and provide the best protection for customers, we've recently replaced our commercial Edge products with *EDGE Complete* and an enhanced building and/or contents broad form.

With *EDGE Complete* and our enhanced building and/or contents broad form, you will benefit from overall broader coverages and more flexibility than our previous products including:

- Four different levels of coverage that can respond to the needs of your business today and tomorrow. Your coverage level has been determined based on your policy coverage and limits from the previous term. You may change your coverage limit at any time by speaking with your broker.
- A catch-all clause to provide additional coverage in case an extension limit is insufficient to cover the cost of a claim.
- By-laws coverage to repair damaged property up to new building by-laws requirements.
- The ability to add one of three options of Business Interruption or Contractor's extensions to further enhance your policy.
- Waiver of deductible for losses over \$250,000 and co-insurance waiver for losses under \$50,000.
- Over 50 industry leading commercial property extension coverages.

Other changes include modifications to the policy that may result in reductions in coverage, including:

### **Building and/or contents broad form:**

- There must be a *legal obligation* to insure customers' property for coverage to apply under the definitions of stock and/or equipment.

### **Edge extension packages (now *EDGE Complete*):**

- Coverage for Newly Acquired Buildings and Contents at Newly Acquired locations is restricted to Canada and the U.S.
- Your policy still includes coverage for Fire Department Service Charges, but you must be legally liable for any service that is provided.
- If you had a Manufacturers Edge, Wholesalers Edge or Edge Plus policy: Under the Warehouseman's Legal Liability Extension, perishable merchandise is not covered by *EDGE Complete* if the loss is due to an electrical failure of a refrigeration or heating system.

You may have one or more of the revised forms on your policy. If you would like to add any coverage you may not have or have previously declined, please speak to your broker.

In order to ensure you are covered during this transition period, for the next 24 months, if there is a situation where a claim is not covered, but would have been under your previous policy, we will handle the claim as if the coverage was in effect (except for coverage that has been explicitly removed or limited by you).

**If you have any questions about these changes, please contact your insurance broker, your best source of insurance information and advice.**

### **We'll be here for you.**

It is our job to get customers back to normal after an unforeseen event occurs and we take that job very seriously. Last year alone, we paid over \$3 billion to successfully restore the lives of thousands of customers.

### **About Intact Insurance**

We are here to insure and protect the things you care about: your car, your home, your business. We're the largest home, car and business insurance company in Canada, proudly protecting millions of Canadians, in partnership with your independent insurance broker. We understand that insurance isn't just about things, it's about people and should the unexpected happen, you can count on us to get you back on track.

Certain conditions, limitations, and exclusions apply. Your contract prevails at all times; please consult it for a complete description of coverage and exclusions.



## DECLARATION OF EMERGENCY ENDORSEMENT - EXTENSION OF TERMINATION OR EXPIRY DATE

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The "emergency" must have a direct effect or impact on:
  - i) the Insured, the insured site or insured property located in the declared emergency area; or
  - ii) the operations of the Insurer or its agent/broker located in the declared emergency area.
2.
  - A. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
    - i) 30 days; or
    - ii) the number of days equal to the total time the "emergency" order was in effect.
  - B. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
    - i) 30 days; or
    - ii) the number of days equal to the total time the "emergency" order was in effect.
3. In no event shall the total term of this extension exceed 120 consecutive days

The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

**"Emergency"** means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a).  
but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

**All other terms and conditions of the Policy to which this endorsement applies remain unchanged.**

## PROPERTY COVERAGE

# BUILDING AND/OR CONTENTS – BROAD FORM

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Certain words and phrases in bold font have special meaning as defined in the DEFINITIONS Section.

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

## INDEMNITY AGREEMENT

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

- 1.1. the value of the lost or damaged property as determined in SPECIAL PROVISIONS - Item 5. – Basis of Valuation, or if the Declaration Page(s) specifies that this policy is endorsed with a Form that contains a Replacement Cost clause applicable to this Form, by the valuation determined in the replacement cost clause;
- 1.2. the interest of the Insured in the property;
- 1.3. the amount of insurance specified on the Declaration Page(s) for the lost or damaged property.

The inclusion of more than one person or interest shall not increase the Insurer's liability.

2. **INSURED PROPERTY**

This Form insures those of the following items for which an amount of insurance is specified on the Declaration Page(s), and only while at the **premises**:

**Building**

**Equipment**

**Stock**

**Contents**

**Property of Every Description**

3. **INSURED PERILS**

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

## EXCLUSIONS

1. **EXCLUDED PROPERTY**

This Form does not insure loss of or damage to:

1.1. **Sewers, Drains, Watermains**

sewers, drains or **watermains** located beyond the Insured's property lines at the location(s) described in the Declaration Page(s). This exclusion does not apply to loss or damage caused directly by **Named Perils**;

Sewers drains or **watermains** located within the property lines described above shall only be covered if the Insured owns or is legally liable for loss or damage to such property;

1.2. **Vacancy**

property at locations which, to the knowledge of the Insured, are vacant, unoccupied or shut down for more than 30 consecutive days;

**With regards to Condominium vacancy, refer to Item 8. Special Provisions applicable to Condominiums of the SPECIAL PROVISIONS;**

1.3. **Electrical Devices, Appliances or Wiring**

electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion;

1.4. **Growing Plants, Trees, Shrubs or Flowers**

growing plants, trees, shrubs or flowers, all while outside the **building**, except as provided in Extension of Coverage 5. Growing Plants, Trees, Shrubs or Flowers Outside the Building;

1.5. **Animals, Fish or Birds**

animals, fish or birds. This exclusion does not apply to loss or damage caused directly by **Named Perils** or by theft or attempted theft;

1.6. **Money, Precious Metals and Securities**

money, digital currency, **cash cards**, bullion, platinum, precious metals and alloys, securities, stamps, tickets (except lottery tickets) and tokens, or evidence of debt or title;

1.7. **Automobiles, Watercraft and Aircraft**

automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property. This exclusion does not apply to:

1.7.1. watercraft or amphibious or air cushion vehicles held for sale;

1.7.2. unmanned air vehicles held for sale, while not airborne;

1.7.3. unlicensed automobiles or unlicensed trailers used in the business of the Insured when on the **premises**;

1.8. **Furs and Jewellery**

furs, fur garments, jewels, jewellery and precious stones;

This exclusion does not apply to:

1.8.1. loss or damage caused directly by **Named Perils**; or

1.8.2. the first \$5,000 of any loss otherwise insured;

1.9. **Property Covered under Marine Insurance**

Property that is insured under the terms of any marine insurance;



1.10. **Property Loaned, Rented or Leased**

property from the time of leaving the Insured's custody, if it is:

1.10.1. loaned, rented or leased to others; or

1.10.2. sold by the Insured under conditional sale or installment payment or other deferred payment plan;

This exclusion (1.10.) does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at the risk of the Insured;

1.11. **Property Illegally Acquired**

property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;

1.12. **Pressure Vessels and Boilers**

1.12.1. any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;

1.12.2. 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 storage of hot water for domestic use);

caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use;

**This exclusion (1.12.) does not apply to:**

1.12.3. manually portable gas cylinders;

1.12.4. explosion of natural, coal or manufactured gas;

1.12.5. explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

2. **EXCLUDED PERILS**

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

2.1. **Earthquake**

in whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;

This exclusion does not apply to property in transit, provided such coverage is afforded by endorsement attached to this Form;

2.2. **Flood**

in whole or in part by flood, including "surface water", waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;

This exclusion does not apply to property in transit, provided such coverage is afforded by endorsement attached to this Form, or to loss or damage caused directly by leakage from a **watermain**;

2.3. **Other Water Damage**

2.3.1. 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 an insured peril not otherwise excluded in this Form;

2.3.2. by the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by an insured peril not otherwise excluded in this Form;

2.3.3. 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 an insured peril not otherwise excluded in this Form;

2.4. **Centrifugal Force, Breakdown**

by centrifugal force, mechanical or electrical breakdown or derangement, in or on the **premises**. This exclusion does not apply to loss or damage caused directly by resultant fire;

2.5. **Atmospheric, Temperature Change, Service Interruption or other Damage**

2.5.1. by dampness or dryness of atmosphere;

2.5.2. by changes in or extremes of temperature, heating or freezing;

2.5.3. by total or partial interruption to the supply of electricity, water, gas or steam;

2.5.4. by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;

2.5.5. by contamination;

2.5.6. by marring, scratching or crushing.

**This exclusion (2.5.) does not apply to loss or damage caused directly by:**

2.5.7. **Named Perils**;

2.5.8. rupture of pipes;

2.5.9. breakage of apparatus not excluded under paragraph 1.12. of this Form;

2.5.10. theft or attempted theft;

2.5.11. an accident to a transporting conveyance provided such coverage is afforded by endorsement attached to this Form;

2.5.12. damage to pipes caused directly by freezing unless such pipes are excluded in paragraph 1.12. of this Form;

2.6. **Rodents, Insects or Vermin**

by rodents, insects or vermin. This exclusion does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;

2.7. **Delay**

by delay, loss of market, or loss of use or occupancy;

2.8. **War**

in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

2.9. **Nuclear**

2.9.1. by any nuclear incident (as defined in the *Nuclear Liability and Compensation Act*, any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;

2.9.2. by contamination by radioactive material;

- 2.10. **Dishonest or Criminal Act**
- 2.10.1. by any dishonest or criminal act committed by the Insured or any agent of the Insured, acting alone or in collusion with others(except bailees for hire);
- 2.10.2. by theft or attempted theft committed by any employee of the Insured, acting alone or in collusion with others;
- 2.10.3. by any dishonest or criminal act committed by anyone, except as stated in 2.10.2., when the Insured or any agent of the Insured knew or ought to have known prior to the loss or damage, of the dishonest or criminal act;
- 2.11. **Snowslide or Landslide**
- by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to property in transit (provided such coverage is afforded by endorsement attached to the present Form), or to loss or damage caused directly by resultant fire, explosion, smoke or **leakage from fire protective equipment**;
- 2.12. **Loss or Damage caused by Pressure Vessels, Boilers**
- by explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured:
- 2.12.1. 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;
- 2.12.2. piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
- 2.12.3. other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
- 2.12.4. moving or rotating machinery or its parts;
- 2.12.5. any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other insured property that has been damaged by such explosion;
- 2.12.6. gas turbines;
- This exclusion (2.12.) does not apply to loss or damage caused by resultant fire;
- 2.13. **Settling, Expansion, Shifting or Cracking**
- by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by an insured peril not otherwise excluded in this Form;
- 2.14. **By-Laws**
- proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
- 2.15. **Pollution**
- 2.15.1. by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting **clean up**;
- This exclusion does not apply:**
- 2.15.1.1. if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** is directly caused by an insured peril not otherwise excluded in this Form; or
- 2.15.1.2. to loss or damage caused directly by a resultant insured peril not otherwise excluded in this Form;
- 2.15.2. 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**;
- 2.16. **Data Exclusion:**
- 2.16.1. This Form does not insure **data**;
- 2.16.2. This Form does not insure loss or damage caused directly or indirectly by a **data problem**;
- Paragraph 2.16.2. does not apply to loss or damage caused directly by resultant fire, explosion of natural, coal or manufactured gas, smoke, **leakage from fire protective equipment** or water damage caused by bursting of frozen pipes and tanks;
- 2.17. **Terrorism**
- in whole or in part, by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**;
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- 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;
- 2.18. **Fungi and Spores**
- This Form does not insure:
- 2.18.1. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores**, unless such **fungi** or **spores** are directly caused by an insured peril not otherwise excluded by this Form;
- 2.18.2. the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**;
- 2.19. **Wear and Tear, Defects**
- 2.19.1. by wear and tear;
- 2.19.2. by rust or corrosion;
- 2.19.3. by gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- This exclusion (2.19.) does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;
- 2.20. **Faulty or Improper Material, Workmanship, Design**
- the cost of making good:
- 2.20.1. faulty or improper material;
- 2.20.2. faulty or improper workmanship;
- 2.20.3. faulty or improper design;
- This exclusion (2.20.) does not apply to loss or damage caused directly by an insured peril not otherwise excluded in this Form;

## 2.21. Disappearance

- 2.21.1. by mysterious disappearance;
- 2.21.2. by shortage of **equipment** or **stock** disclosed on taking inventory;

# EXTENSIONS OF COVERAGE

The following extensions of coverage shall not increase the amounts of insurance applying under this Form and are subject to all the conditions of this Form.

## 1. REMOVAL

If any of the insured property is necessarily removed from the **premises** to prevent loss of or damage to or further loss of or damage to such property, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 30 days only, or for the unexpired term of the policy if less than 30 days, insure the property removed and any property remaining at the **premises** in the proportions which the value of the property in each of the locations bears to the value of the property in them all.

## 2. DEBRIS REMOVAL

### 2.1. Debris Removal:

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

### 2.2. Removal of Windstorm Debris:

The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown by windstorm upon the **premises**.

**Extensions of coverage 2.1. and 2.2. do not apply to costs or expenses:**

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

Debris removal expense shall not be considered in the calculation of the value as determined in item 5. – Basis of Valuation, for the purpose of applying co-insurance.

## 3. PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES

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

- 3.1. shall not attach if it is insured by the owner, unless the Insured is obliged to insure it or is liable for its loss or damage.
- 3.2. shall apply only to loss or damage occurring at the **premises** or at a newly acquired location by the Insured.

## 4. BUILDING DAMAGE BY THEFT

This Form is extended to insure damage (except by fire) to that part of a **building** occupied by the Insured directly resulting from theft or attempted theft and from vandalism or **malicious acts** committed on the same occasion, provided the Insured is not the owner of such **building** and is legally liable for such damage and the **building** is not otherwise insured under this Form.

This Extension of coverage shall be limited to a maximum recovery of \$2,500 for any one occurrence.

## 5. GROWING PLANTS, TREES, SHRUBS OR FLOWERS OUTSIDE THE BUILDING

This Form is extended to insure loss of or damage to growing plants, trees, shrubs or flowers outside the **building** caused directly by **Named Perils** (with the exception of windstorm or hail), or from theft or attempted theft.

This Extension of coverage shall be limited to a maximum recovery, including debris removal expense, of \$500 for each growing plant, tree, shrub or flower.

## 6. NEWLY ACQUIRED LOCATION

Subject to a limit of \$250,000 on **buildings** and \$100,000 on **contents**, this insurance shall cover property at any newly acquired location in Canada or the continental United States of America that is owned, rented or controlled by the Insured and occupied by the Insured for the purposes stated in the Declaration Page(s).

This coverage attaches at the time of the acquisition and extends for a period of 30 days, or to the date of endorsement of this Form adding such location, or until the expiry date of this policy, whichever occurs first.

# SPECIAL PROVISIONS

## 1. DEDUCTIBLE

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

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

## 2. CO-INSURANCE

This clause applies separately to each item for which a co-insurance percentage is specified in the Declaration Page(s) and only where the amount of loss or damage exceeds \$50,000.

The Insured shall maintain insurance concurrent with this Form on the insured property to the extent of at least the amount produced by multiplying the value of the property as defined under Item 5. – Basis of Valuation of the SPECIAL PROVISIONS by the co-insurance percentage specified on the Declaration Page(s). If the Insured fails to do so, the Insured shall be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

Value of the Property: For the purpose of applying this paragraph 2. Co-insurance, the value of the property is determined by Item 5.– Basis of Valuation of the SPECIAL PROVISIONS. However, if the Declaration Page(s) specifies that this policy is endorsed with a Form that contains a Replacement Cost clause applicable to this Form, then for the purpose of applying this paragraph 2. Co-insurance, the Replacement Cost clause will establish the value of the property to which the Replacement Cost Clause applies, and Item 5.– Basis of Valuation, will be of no force or effect with respect to that valuation.

## 3. PROPERTY PROTECTION SYSTEMS

It is a condition of this insurance that the Insured shall immediately notify the Insurer of any interruption to, or flaw or defect, coming to the knowledge of the Insured, in any:

- 3.1. sprinkler or other fire extinguishing system; or
- 3.2. fire detection system; or

3.3. intrusion detection system;

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

#### 4. PREMIUM ADJUSTMENT

This clause is applicable if a specific amount of insurance is shown on the Declaration Page(s) for **stock**.

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

#### 5. BASIS OF VALUATION

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

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

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

#### 6. LIBERALISATION CLAUSE

If, during the policy period, the Insurer introduces any broadening of the coverage for this Form or its replacement, for which no additional premium is charged, then the broadened coverage shall apply to the benefit of the Insured from the introduction date of the broadened coverage.

#### 7. INFLATION PROTECTION

- 7.1. The amount of insurance shown in the Declaration Page(s) for the Buildings and/or Contents will automatically be increased as determined by the Insurer, based on available inflation data.
- 7.2. On renewal or anniversary date, the amounts of insurance will be automatically increased accordingly and the premium adjusted.

#### 8. SPECIAL PROVISIONS APPLICABLE TO CONDOMINIUMS

##### 8.1. Property Insured

This Form insures the **buildings** and **contents** as described in the Declaration Page(s).

##### 8.2. Additional Exclusions

**This Form does not insure loss or damage to:**

- 8.2.1. **buildings** or **contents**, if all **units**, are to the knowledge of the **Condominium Corporation** vacant or unoccupied for more than 30 consecutive days;
- 8.2.2. property belonging to the owners of individual **units**;
- 8.2.3. improvements and betterments to individual **units** made or acquired by the owners of such **units**;

##### 8.3. Loss Adjustment

###### Applicable to Québec policies

Loss adjustment (in accordance with the terms of article 1075 of the Civil Code of Quebec)

The indemnity owing to the syndicate following a substantial loss is, notwithstanding article 2494, paid to the trustee appointed in the constituting act of co-ownership or, where none has been appointed, designated by the syndicate.

###### Applicable to policies for provinces and territories other than Québec

The **Condominium Corporation** has the exclusive right to adjust any loss with the Insurer, and the owner of a damaged **unit** is bound by such adjustment, provided, however, that the said **Condominium Corporation**, may in writing authorize an owner to adjust any loss to his **unit** with the Insurer.

## DEFINITIONS

Wherever used in this Form:

#### 1. BUILDING means:

- 1.1. the building(s) described in the Declaration Page(s) and includes:
  - 1.1.1. fixed structures pertaining to the **building(s)** and located on the **premises**. Such structures include, but are not limited to, antennae and their wiring, fencing, signs, lighting, wind turbines, solar panels and satellite dishes;
  - 1.1.2. additions and extensions communicating and in contact with the **building(s)**;
  - 1.1.3. permanent fittings and fixtures attached to and forming part of the **building(s)**;
  - 1.1.4. materials, equipment and supplies on the **premises** for maintenance of, and normal repairs and minor alterations to the **building(s)** or for building services.
  - 1.1.5. trees, shrubs and growing plants or flowers inside the **building(s)** used for decorative purposes;

- 1.1.6. At the option of the Insured, and only for a **building** occupied as rented private residences:
  - 1.1.6.1. landlord's permanent fittings and fixtures, excluding furniture and furnishings in furnished suites or apartments;
  - 1.1.6.2. cooking, cooling, dishwashing, heating and refrigerating apparatus in suites and apartments;
  - 1.1.6.3. electrical and lighting fixtures;
  - 1.1.6.4. awnings, blinds, screen doors, screens and shutters.
- 1.2. With regards to condominiums, those parts of the common property or common elements and the units as defined in the provincial or territorial legislation or in the registered documents of the **Condominium Corporation**.
2. **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.
3. **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.
4. **CONDOMINIUM CORPORATION** means a Corporation constituted under provincial legislation or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **CONTENTS** means **equipment** and **stock**.
6. **DATA** means representations of information or concepts, in any form.
7. **DATA PROBLEM** means:
  - 7.1. erasure, destruction, corruption, misappropriation, misinterpretation of **data**;
  - 7.2. error in creating, amending, entering, deleting or using **data**; or
  - 7.3. inability to receive, transmit or use **data**.
8. **EQUIPMENT** means:
  - 8.1. generally all contents usual to the Insured's business, including furniture, furnishings, fittings, fixtures, machinery, tools, utensils, signs and appliances, other than **building** or **stock**;
  - 8.2. similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable;
  - 8.3. tenant's improvements, which are defined as **building** improvements, alterations and betterments made at the expense of the Insured to a building occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such **building**. If the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this Form applies as though such tenant's improvements had been made at the expense of the Insured
  - 8.4. glass or other equipment for which the Insured has assumed responsibility in a contract for a lease of premises.
9. **FIRE PROTECTIVE EQUIPMENT** includes tanks, **watermains**, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
  - 9.1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
  - 9.2. any **watermains** or appurtenances located outside of the **premises** and forming a part of the public water distribution system;
  - 9.3. any pond or reservoir in which the water is impounded by a dam.
10. **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.
11. **LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT** means:
  - 11.1. the leakage or discharge of water or other substances from;
  - 11.2. the collapse of;
  - 11.3. the rupture due to freezing of;**fire protective equipment** for the **premises** or for adjoining structures.
12. **MALICIOUS ACTS** means all acts of a malicious nature, except theft or attempted theft.
13. **NAMED PERILS** means:
  - 13.1. fire or lightning;
  - 13.2. explosion;
  - 13.3. impact by aircraft, spacecraft or land vehicle (including articles dropped from them);
  - 13.4. **riot**, vandalism and **malicious acts**;
  - 13.5. smoke;
  - 13.6. **leakage from fire protective equipment**;
  - 13.7. windstorm or hail,
 provided such perils are not otherwise excluded in EXCLUSIONS – Item 2. (Excluded Perils) of this Form.
14. **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
15. **PREMISES** means:
  - 15.1. the entire area within the property lines at the location(s) described in the Declaration Page(s) or at any newly acquired location, including:
    - 15.1.1. areas under adjoining sidewalks and driveways;
    - 15.1.2. in or on vehicles within 100 metres (328 feet) of such property lines described in 15.1.;
  - 15.2. in the open within 305 metres (1000 feet) of such property lines described in 15.1.
16. **PROPERTY OF EVERY DESCRIPTION** means **building**, **equipment** and **stock**.
17. **RIOT** includes open assemblies of strikers inside or outside the **premises** who have quit work and of locked-out employees.
18. **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**.

**19. STOCK** means:

- 19.1. merchandise of every description usual to the Insured's business;
- 19.2. packing, wrapping and advertising materials;
- 19.3. similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable;

**20. SURFACE WATER** means water or natural precipitation temporarily diffused over the surface of the ground.

**21. 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.

**22. UNIT** means the unit as defined in the declaration, description or bylaws of the **Condominium Corporation** or provincial or territorial legislation relating to condominiums or divided co-ownership. It refers to a strata lot in British Columbia and to a private portion in Quebec.

**23. WATERMAIN** means piping of a public potable water distribution system exclusively

# PROFITS - ACTUAL LOSS SUSTAINED

## 1. INDEMNITY AGREEMENT

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

## 2. MEASURE OF RECOVERY

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

### (a) In respect of Reduction in Turnover:

The sum produced by applying the "rate of gross profit" to the amount by which the "turnover" during the "indemnity period" shall, in consequence of the destruction or damage by a peril insured against, fall short of the "standard turnover";

### (b) In respect of Increase in Cost of Working:

The additional expenditure (subject to Special Provisions Clause (b)) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in "turnover" which but for that expenditure would have taken place during the "indemnity period" shall, in consequence of the destruction or damage by a peril insured against, but not exceeding the sum produced by applying the "rate of gross profit" to the amount of the reduction thereby avoided;

less any sum saved during the "indemnity period" in respect of such of the "insured standing charges" as may cease or be reduced in consequence of the destruction or damage by the perils insured against;

## 3. SPECIAL PROVISIONS

(a) If during the "indemnity period" goods shall be sold or services shall be rendered elsewhere than at the "premises" for the benefit of the business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or service shall be brought into account in arriving at the "turnover" during the "indemnity period".

(b) If any standing charges of the business be not insured by this Form, then in computing the amount recoverable hereunder as "increase in cost of working", that proportion only of the additional expenditure shall be brought into account which the sum of the "net profit" and the "insured standing charges" bears to the sum of the "net profit" and all standing charges.

(c) On the happening of any destruction or damage by a peril insured against in consequence of which a claim is made or may be made under this Form, the Insured shall with due diligence do and concur in doing and permit to be done all things which would be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.

## 4. SPECIAL EXCLUSION

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

## 5. INTERRUPTION BY CIVIL AUTHORITY

This Form is extended to include the actual loss as insured hereunder during the period of time, not exceeding two weeks, while access to the "premises" described in the Declaration Page(s) is prohibited by order of civil authority, but only when such order is given as a direct result of direct physical loss or direct physical damage to neighboring premises by a peril insured against under this policy.

## 6. PERMISSION

Permission is hereby granted:

(a) for other insurance concurrent with this Form;

(b) to make additions, alterations or repairs;

(c) to do such work and to keep and use such articles, materials, and supplies in such quantities as are usual or necessary to the business of the Insured.

## 7. WAIVER OF TERM OR CONDITION

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

## 8. VERIFICATION OF VALUES

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

## 9. DEFINITIONS

Wherever used in this Form:

(a) **"Gross Profit"** means the sum produced by adding to the "net profit" the amount of the "insured standing charges" or if there is no "net profit" the amount of the "insured standing charges" less such a proportion of any net trading loss as the amount of the "insured standing charges" bears to all standing charges of the business.

(b) **"Indemnity Period"** means the period beginning with the occurrence of a peril insured against and ending no later than twelve (12) months thereafter, during which the results of the business shall be affected in consequence of the destruction or damage by a peril insured against.

(c) **"Insured Standing Charges"** means all standing charges unless otherwise specified in the Declaration Page(s) in which case only those standing charges so specified are insured.

In no event shall the following be deemed to be standing charges:

(i) depreciation of stock;

(ii) bad debts.

(d) **"Net Profit"** means the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the "premises" specified in the Declaration Page(s) after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

- (e) **"Premises"** means the entire area within the property lines at the location(s) specified in the Declaration Page(s), including areas under adjoining sidewalks and driveways.
- (f) **"Rate of Gross Profit"** means the "rate of gross profit" earned on the "turnover" during the financial year immediately before the date of the destruction or damage by a peril insured against;  
To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the destruction or damage by perils insured against or which would have affected the business had the destruction or damage by perils against not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the destruction or damage by perils insured against would have been obtained during the relative period after the destruction or damage by perils insured against.
- (g) **"Standard Turnover"** means the "turnover" during that period in the twelve (12) months immediately before the date of the destruction or damage by perils insured against which corresponds with the "indemnity period";  
To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the destruction or damage by perils insured against or which would have affected the business had the destruction or damage by perils against not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the destruction or damage by perils insured against would have been obtained during the relative period after the destruction or damage by perils insured against.
- (h) **"Turnover"** means the money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the "premises" specified in the Declaration Page(s).



# EQUIPMENT BREAKDOWN EDGE

Words and phrases in quotation marks have special meaning as defined in the Definitions Section of this Form.

## INSURING AGREEMENT

In consideration of the premium, if there is a "Breakdown" occurring during the Policy Period to the "Insured Equipment" while the "Insured Equipment" is at a location specified in the Declarations and subject to all the terms, provisions and conditions (including Statutory Conditions) of the policy, except as they may be varied herein, and to the Declarations, Exclusions and Conditions applicable to this Form, the Insurer will

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

## EXCLUSIONS

This Form does not apply:

- (a) to loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused;
- (b) to loss caused by or resulting from:
  - (i) war, including undeclared or civil war;
  - (ii) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (iii) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these;
  - (iv) civil commotion or sabotage;but unless associated with the foregoing, loss from a "Breakdown" of "Insured Equipment" arising out of any strike, riot, civil commotion, acts of sabotage, vandalism or malicious acts by others is covered;
- (c) to loss caused by or resulting from pollution, contamination or damage by a "Hazardous Substance", however caused, except as provided in Condition 7;
- (d) to loss from a "Breakdown" caused by or resulting from:
  - (i) earth movement, including but not limited to earthquake, landslide, mud flow, subsidence, volcanic eruption, tidal wave or tsunami;
  - (ii) wind, including but not limited to cyclone, tornado or hurricane;
  - (iii) fire, smoke or combustion explosion; or
  - (iv) water or other means used to extinguish a fire;
- (e) to loss caused by or resulting from:
  - (i) fire, smoke or combustion explosion that occurs at the same time as a "Breakdown" or that ensues from a "Breakdown". However, with respect to any "Insured Equipment" which is an electrical or electronic machine or apparatus, fire damage within the said machine or apparatus which occurs at the same time as a "Breakdown" or that ensues from a "Breakdown" is covered;
  - (ii) flood, however, if a "Breakdown" of "Insured Equipment" results from a flood, damage or expense caused by the "Breakdown" is covered;
  - (iii) lightning, if coverage for that cause of loss is provided by any other insurance in effect at the time of the loss;
  - (iv) escape of water resulting from a "Breakdown" unless:
    - a. coverage is not provided by any other insurance in effect at the time of the loss, and
    - b. the water escapes from "Insured Equipment" that normally contains water or steam; or
  - (v) damage to "Data" used with any electronic computer or electronic data processing equipment except as provided in Condition 8;
- (f) to loss from:
  - (i) delay or interruption of business except as may be provided in Insuring Agreement 1(c);
  - (ii) any other indirect result of a "Breakdown" except as may be provided in Insuring Agreement 1(b) and 1(c);
- (g) to loss caused by or resulting from:

the partial or total failure, malfunction or loss of use of any electronic equipment, computer system, information repository, microchip, integrated circuit or other similar device due to:

  - (i) the erasure, destruction, corruption, misappropriation or misinterpretation of "Data";
  - (ii) any error in creating, amending, entering, deleting or using "Data";
  - (iii) the inability to receive, transmit or use "Data"; or
  - (iv) the impact of any virus or the functioning or malfunctioning of the internet, intranet, local area networks, virtual private networks or similar facility, or of any internet address, website or similar facility;however the Insurer shall pay for loss that ensues solely from the "Breakdown" of any other "Insured Equipment";
- (h) to loss caused by or resulting from:

"terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism".

## CONDITIONS

### 1. Limit of Insurance

The Insurer's total liability from any "One Breakdown" under Insuring Agreements 1(a) and 1(b) shall not exceed the Limit of Insurance as specified in the Declarations as applicable to this Form.

## 2. Business Interruption/Extra Expense

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

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

The Insured shall immediately give notice of "Breakdown" to any office of the Insurer and that notice must be confirmed in writing. The commencement of the Insurer's liability under this coverage shall be (1) the time of the "Breakdown" or twenty-four (24) hours before the notice of "Breakdown" is received, whichever is later.

### (ii) Limit of Insurance

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

## 3. Expediting Expenses

If there is a "Breakdown" of "Insured Equipment", the Insurer shall pay the reasonable extra cost to:

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

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

## 4. By-Laws

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

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

## 5. Professional Fees/Auditors Fees

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

## 6. Service Interruption

If there is a "Breakdown" of equipment not owned or operated by the Insured, the Company shall be liable:

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

but only if the equipment is:

- (i) of a type described in the applicable definition of "Insured Equipment";
- (ii) located on or within one hundred (100) kilometers of the Insured's premises;
- (iii) owned by the building owner at the premises of the Insured or by a public utility company; and
- (iv) used to supply steam, gas, air, water, refrigeration, electricity, air conditioning, heating or communication services to the Insured's premises.

Furthermore, this coverage does not cover loss, as insured by the Consequential Loss and/or Business Interruption coverage provided by this Form, during the first 24 consecutive hours of loss of services or directly or indirectly arising from:

- (i) loss or damage to electrical transmission lines or distribution lines or their supporting structures;
- (ii) loss or reduction of services due to lack of sufficient capacity; or
- (iii) an intentional reduction in the supply of services.

## 7. Hazardous Substances

If a "Hazardous Substance" is involved in or released by a "Breakdown" of "Insured Equipment", the Insurer shall be liable to pay:

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

however, in no event shall the Insurer be liable for loss in excess of \$250,000. Such limit is part of and is not in addition to the Limit of Insurance for this Form.

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

## 8. Data Coverage

If, as a result of a "Breakdown" of "Insured Equipment", "Data" is lost or damaged, the Insurer shall be liable for:

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

however, in no event shall the Insurer be liable for loss in excess of \$50,000. Such limit is part of and is not in addition to the Limit of Insurance for the Form.

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

## 9. Basis of Settlement

### (a) Property Damage

Under Insuring Agreement 1(a), the Insurer will pay for "Insured Property" which is damaged, as follows:

- (i) on "media", the cost of blank material;
- (ii) on exposed film, records, manuscripts and drawings, the cost of blank material plus the cost of transcription;
- (iii) on any heat exchanger that forms part of forced air heating equipment that is five (5) years old or more from the date of purchase new, its Actual Cash Value;
- (iv) on any "Building" for which Guaranteed Replacement Cost is specified in the Declarations, the terms and conditions of Form E025, Guaranteed Replacement Cost Buildings will apply regardless of Condition 1, Limit of Insurance described in this Form.
- (v) on all other "Insured Property", the lesser of the cost at the time of the "Breakdown":
  - (a) to repair; or
  - (b) to replace with similar property of like kind, capacity, size, quality and function.

The Insurer shall not be liable:

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

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

**(b) Spoilage**

The Insurer shall pay under Insuring Agreement 1(b) the amount that is spent to replace perishable "Insured Property" which spoils solely as a result of the "Breakdown" of "Insured Equipment". If the "Insured Property" is not replaced, the Insurer shall only pay for the Actual Cash Value of the property. However, in no event, will the Insurer's liability exceed the Limit of Insurance stated in the Declarations.

**10. Deductible**

From the total amount of loss, damage and expense for which the Insurer is liable following any "One Breakdown" of "Insured Equipment" shall be subtracted the Deductible specified in the Declarations.

**11. Inspection**

The Insurer shall have the right to make inspections of "Insured Equipment" at any reasonable time. Neither this right to make inspections nor making them is an undertaking to the Insured or others that the "Insured Equipment" is safe and not hazardous or injurious to health.

**12. Suspension**

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

**13. Errors and Omissions**

Insurance under this Form is extended to include the actual amount of loss, up to a maximum of \$250,000, for loss not otherwise payable if such loss arises solely out of an error or unintentional omission by the "Named Insured" in the description of "Insured Property" or in a description of the "Insured Property's" location. Immediately upon the discovery of any such error or omission, the "Named Insured" must notify the Insurer of the corrections that are needed. Nothing contained in this Extension operates to increase the Insurer's Limit of Insurance. The Insurer reserves the right to charge an appropriate premium or to impose appropriate, additional conditions with respect to any such corrections that are made to this Form.

**14. Brands and Labels**

This Extension applies in the event of loss or damage (arising out of a "Breakdown") to "Insured Property" bearing a brand name or trademark. The salvage value of such damaged "Insured Property" is determined after removal (in the customary manner) of all such brands or trademarks or other identifying characteristics. Insurance under this Form is extended to insure, up to a maximum of \$100,000, the cost of removal of such brands, trademarks or other identifying characteristics (provided that such removal will not physically damage the "Insured Property") prior to the sale, as salvage, of such "Insured Property" damaged by a "Breakdown"; in accordance with value established by the Insurer during loss adjustment. Such limit is part of and is not in addition to the Limit of Insurance for this Form.

**15. Liberalization Clause**

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

- (a) such extension of coverage has not been declined by the present Insurer; and
- (b) such extension of coverage has not been refused by the Insured following conditions proposed by the present Insurer; and
- (c) the Insurer's liability does not exceed the amount of insurance specified for such extension of coverage in the prior policy; and
- (d) this Extension is limited to a maximum recovery of \$50,000 in any one Policy Period. Such limit is part of and is not in addition to the Limit of Insurance for this Form.

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

**16. Interruption by Civil Authority**

This Extension does not apply if coverage for loss arising out of interruption by civil authority is specifically insured under a separate form of commercial property or business interruption insurance, whether attached to this policy or not. Insurance under this Form is extended to include the contiguous period of time, not exceeding thirty (30) consecutive days that access to the insured premises is prohibited or denied by order of civil authority. Coverage under this extension applies only when such order or denial is given as a direct result of a "Breakdown" at premises adjacent to the insured premises and only when such order or denial of access arises out of a peril that would have been insured against under this Form had the loss or damage occurred on the "Named Insured's" premises.

**17. Environmental "Green" Improvements**

As respects Direct Physical Loss, if the "Insured Equipment" requires replacement due to a "Breakdown" the Insurer will pay the "Named Insured" additional costs to replace with "Insured Equipment" that is better for the environment, and more efficient than the "Insured Equipment" being replaced. The Insurer will not pay more than 125% to a maximum amount of \$250,000 of what the cost would have been to replace with like kind, capacity, size, quality and function. Such limit is part of and is not in addition to the Limit of Insurance for this Form.

This Extension does not apply to any "Insured Equipment" valued at "Actual Cash Value", obsolete equipment and/or Uninsured Equipment.

Futhermore, the Insurer will pay to a maximum of \$25,000 such amount being a part of the above stated limit and not in addition to:

- i) the additional reasonable and necessary fees incurred by the "Named Insured" for an accredited professional certified by a "green authority" to participate in the repair or replacement of physical damaged "Insured Equipment as "green";
- ii) the additional reasonable and necessary cost incurred by the "Named Insured" for certification or recertification of the replaced or repaired "Insured Equipment" as "green";
- iii) the additional reasonable and necessary cost incurred by the "Named Insured" for "green" in removal, disposal or recycling of damage "Insured Equipment".

This coverage is a part of and not in addition to this Form's Limit of Insurance.

This coverage does not apply to any;

- i) stock, raw material, finished goods, production equipment, merchandise, electronic data processing equipment not used in the functional support of the "Insured Equipment", process water, molds and dies, property in the open, property of others for which the "Named Insured" is legally liable;
- ii) loss covered under any other section of the Form; or
- iii) cost incurred due to any law, ordinance with which the "Named Insured" was legally obligated to comply prior to the time of the "Insured Equipment" "Breakdown".

**18. Automatic Coverage**

Newly acquired locations are considered as added to this Form, subject to the Limit of Insurance per "Breakdown" for coverage provided:

The "Named Insured" must notify the Insurer in writing within 90 (ninety) days following the date of any newly acquired location. The "Named Insured" agrees to pay the required additional premium for insurance on any newly acquired location.

## Definitions

### 1. Insured Equipment

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

- (a) any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any refrigerating or air conditioning vessels and piping and its accessory equipment, any heat exchanger that forms part of forced air heating equipment, but not including:
  - (i) any boiler setting, any refractory or insulating material;
  - (ii) any part of a boiler or fired pressure vessel that does not contain steam or water; or
  - (iii) any buried piping, any drainage piping, any sprinkler piping and its accessory equipment;
- (b) any mechanical or electrical equipment used for the generation, transmission or utilization of mechanical or electrical power, but not including:
  - (i) any vehicle or mobile equipment; or
  - (ii) any lifting or safety cables, anchorages, car buffers or counterweight buffers forming part of an elevator system;
- (c) any electronic machine, device or instrument or fibre optic cable used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning.

### 2. Insured Property

"Insured Property" means:

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

### 3. Breakdown

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

"Breakdown" does not mean:

- (i) depletion, deterioration, corrosion or erosion of material;
- (ii) wear and tear;
- (iii) the functioning of any safety device or protective device; or
- (iv) the failure of a structure or foundation supporting the equipment or a part of the equipment.

### 4. One Breakdown

If either the "Breakdown" of "Insured Equipment" causes the "Breakdown" of other "Insured Equipment" or a series of "Breakdowns" occur at the same time as a result of the same cause, they will all be considered as "One Breakdown".

### 5. Hazardous Substance

"Hazardous Substance" means:

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

As used herein Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, bacteria or wet or dry rot, whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any Fungi or Spores or resultant mycotoxins, allergens, or pathogens.

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

### 6. Data

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

### 7. Media

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

### 8. Terrorism

"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.

### 9. Green

"Green" means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

### 10. Green Authority

"Green Authority" means an authority on "green" building products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design, Green Building Initiative Green Globes, Energy Star Rating System, CSA Standards or any other recognized "green" rating system.

## PROPERTY COVERAGE

# EARTHQUAKE SHOCK ENDORSEMENT

This endorsement changes the policy. Please read it carefully.

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

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

This endorsement applies to the Property Coverage of the policy and is subject to the terms, conditions, limitations and exclusions that are applicable to the Property Insurance Form to which this endorsement is attached.

This endorsement applies separately to each location for which Earthquake Shock is specified in the Declaration Page(s).

### 1. INSURED PERIL

This insurance is extended to include **earthquake**.

### 2. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by **earthquake** exceeds the amount of the deductible specified on the Declaration Page(s) for this endorsement in any **earthquake occurrence**.

If a percentage deductible is specified, the amount of the deductible shall be that percentage of the amount of insurance for each item of insured property separately, as each such item is specified on the Declaration Page(s) or on a statement of values. If any such item shall insure two or more **buildings** and/or **contents**, this percentage deductible clause shall be applied separately to each **building**, and/or **contents**.

If both a dollar amount deductible and a percentage deductible are specified on the Declaration Page(s), whichever deductible is greater shall apply. The dollar amount deductible shall apply separately to each **building**, and/or **contents**, unless they are located on the same **premises**.

In the case only of Builders Risk insurance, the amount of the deductible shall be that percentage of total insured values existing at the time of an **earthquake occurrence**.

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

### 3. EXCLUSIONS

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

- 3.1. fire, explosion, or smoke;
- 3.2. **leakage from fire protective equipment**;
- 3.3. theft, or vandalism and **malicious acts**;
- 3.4. flood, including **surface water**, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice.

### 4. EXTENSION OF COVERAGE

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

### 1. DEFINITIONS

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

All other terms and conditions of the policy to which this endorsement applies remain unchanged.

## STATED AMOUNT – WAIVER OF CO-INSURANCE ENDORSEMENT

**WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING AS DEFINED BELOW OR IN THE FORM TO WHICH THIS ENDORSEMENT IS ATTACHED.**

This endorsement modifies insurance provided under the following:

**BUILDING AND/OR CONTENTS – BROAD FORM**

Commercial Building and Contents Named Perils Form

1. The Co-insurance Clause referred to in the applicable form is deleted, provided that:
  - (a) a Statement of Values attested by the Insured is filed with the Insurer; and
  - (b) the amount of insurance is not less than the amount for that item shown on the signed Statement of Values.
2. The signed Statement of Values must be completed by the Insured, and filed with the Insurer each year. If the Insured fails to file a new Statement of Values within 90 days of the effective date of each policy period, the terms and conditions of the Co-insurance Clause referred to in the applicable form shall then apply.

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.

## WATER DAMAGE EXCLUSION

**WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING AS DEFINED BELOW OR IN THE FORM TO WHICH THIS ENDORSEMENT IS ATTACHED.**

This Endorsement Changes the Policy. Please Read it Carefully.

This endorsement modifies insurance provided under the following:

BUILDING AND/OR CONTENTS – BROAD FORM

Commercial Building and Contents Named Perils Form

This form does not insure against loss or damage caused directly or indirectly by Water Damage at the premises specified on the Declaration Page(s).

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

This exclusion does not apply to loss or damage caused directly by fire, explosion, or smoke.

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

# EDGE CRIME COVERAGE ENDORSEMENT

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

Words and phrases in quotation marks have special meaning as defined in Section 3. C. Definitions.

## Summary of Coverages

Coverage	Limit of Insurance
Employee Fidelity– Insuring Agreement I.A	\$10,000 (aggregate)
Broad Form Money and Securities	
Inside Premises – Insuring Agreement II.A	\$5,000
Outside Premises – Insuring Agreement III.A	\$5,000
Messenger or Custodian Home – Insuring Agreement III.A	\$5,000
Money Order & Counterfeit Paper – Insuring Agreement IV	\$5,000 (aggregate)
Depositors Forgery – Insuring Agreement V	\$5,000 (aggregate)
Credit Card Forgery Coverage – Insuring Agreement VI	\$5,000 (aggregate)
Service Extension	\$5,000 (aggregate)

### 1. Insuring Agreements

The Insurer, in consideration of the payment of the premium, and subject to the "Declaration Page(s)" made a part hereof, the General Agreements, Conditions and Limitations and other terms of this Form, agrees with the Insured, in accordance with such Insuring Agreements hereof as are specifically designated by the insertion of a limit of insurance in the Summary of Coverages section of this Form, to pay the Insured for:

#### Insuring Agreement I.A

##### Employee Dishonesty Coverage – Form A

Loss of "money", "securities" and other property which the Insured shall sustain, to an amount not exceeding in the aggregate the limit stated in the Summary of Coverages applicable to this Insuring Agreement I.A, resulting directly from one or more "fraudulent or dishonest act" committed by an "employee", acting alone or in collusion with others.

#### Insuring Agreement II.A

##### Loss Inside The Premises Coverage – Broad Form

- (a) Loss of "money" and "securities" by the actual destruction, disappearance or wrongful abstraction thereof within the "premises" or within any "banking premises" or similar recognized places of safe deposit;
- (b) Loss of (a) other property by "safe burglary" or "robbery" within the "premises" or attempt thereat, and (b) a locked cash drawer, cash box or cash register by felonious entry into such container within the "premises" or attempt thereat or by felonious abstraction of such container from within the "premises" or attempt thereat;
- (c) Loss includes damage to insured property.

#### Insuring Agreement III.A

##### Loss Outside The Premises Coverage – Broad Form

- (a) Loss of "money" and "securities" by the actual destruction, disappearance or wrongful abstraction thereof outside the "premises" while being conveyed by a "messenger" or any armoured motor vehicle company or while within the living quarters in the home of any "messenger" or "custodian"; or
- (b) Loss of other property by "robbery" or attempt thereat outside the "premises" while being conveyed by a "messenger" or any armoured motor vehicle company, or by theft within the living quarters in the home of any "messenger" or "custodian".
- (c) Loss includes damage to insured property.

#### Insuring Agreement IV

##### Money Orders and Counterfeit Paper Currency Coverage

Loss due to the acceptance in good faith, in exchange for merchandise, "money" or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit Canadian or United States paper currency.

#### Insuring Agreement V

##### Depositors Forgery Coverage

Loss which the Insured or any bank which is included in the Insured's proof of loss and in which the Insured carries a chequing or savings account, as their respective interests may appear, shall sustain through forgery or alteration of, on or in any cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in "money", made or drawn by or drawn upon the Insured, or made or drawn by one acting as agent of the Insured, or purporting to have been made or drawn as hereinbefore set forth, including:

- (a) any cheque or draft made or drawn in the name of the Insured, payable to a fictitious payee and endorsed in the name of such fictitious payee;
- (b) any cheque or draft procured in a face to face transaction with the Insured, or with one acting as an agent of the Insured, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and
- (c) any payroll cheque, payroll draft or payroll order made or drawn by the Insured, payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee;

whether or not any endorsement mentioned in (a), (b) or (c) be a forgery within the law of the place controlling the construction thereof.

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

The Insured shall be entitled to priority of payment over loss sustained by any bank aforesaid. Loss under this Insuring Agreement, whether sustained by the Insured or such bank, shall be paid directly to the Insured in its own name, except in cases where such bank shall have already fully reimbursed the Insured for such loss. The liability of the Insurer to such bank for such loss shall be a part of and not in addition to the amount of insurance applicable to the Insured's office to which such loss would have been allocated had such loss been sustained by the Insured.

If the Insured or such bank shall refuse to pay any of the foregoing instruments made or drawn as hereinbefore set forth, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the Insured or such bank to enforce such payment and the Insurer shall give its written consent to the defence of such suit, then any reasonable attorneys' fees, court costs, or similar legal expenses incurred and paid by the Insured or such bank in such defence shall be construed to be a loss under this Insuring Agreement and the liability of the Insurer for such loss shall be in addition to any other liability under this Insuring Agreement.

## Insuring Agreement VI

### Credit Card Forgery Coverage

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

### Service Extension

This extension modifies the insurance provided under Insuring Agreement I.A.

Loss or losses which any person or organization, having engaged the services of the Insured, shall sustain with respect to money or other property:

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

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

## 2. General Agreements

### A. Consolidation – Merger

If, through consolidation or merger with, or purchase of assets of, some other concern, any person shall become "employees" or if the Insured shall thereby acquire the use and control of any additional "premises", the insurance afforded by this Form shall also apply as respects such "employees" and "premises", provided the Insured shall give the Insurer written notice thereof within thirty days thereafter and shall pay the Insurer an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current policy period.

### B. Joint Insured

If more than one Insured is covered under this Form, the Insured first named shall act for itself and for every other Insured for all purposes of this Form. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Items G., H. and O. of Clause 3, constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any "employee" as provided in Item O. of Clause 3 shall apply to every Insured. If, prior to the cancellation or termination of this Form, this Form or any Insuring Agreement hereof is cancelled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination. Payment by the Insurer to the Insured first named of any loss under this Form shall fully release the Insurer on account of such loss. If the Insured first named ceases for any reason to be covered under this Form, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this Form.

### C. Loss Under Prior Bond or Policy

If the coverage of an Insuring Agreement of this Form, other than Insuring Agreement V or VI, is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, the Insurer agrees that such Insuring Agreement applies to loss which is discovered as provided in Item A. of Clause 3 and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired; provided:

- (a) the insurance under this General Agreement C shall be a part of and not in addition to the amount of insurance afforded by the applicable Insuring Agreement of this Form;
- (b) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or events causing such loss were committed or occurred; and
- (c) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

Insuring Agreement V shall also cover loss sustained by the Insured at any time before the termination or cancellation of Insuring Agreement V, which would have been recoverable under the coverage of some similar Form of forgery insurance (exclusive of fidelity insurance) carried by the Insured or any predecessor in interest of the Insured, had such prior forgery insurance given all of the coverage afforded under Insuring Agreement V, provided, with respect to loss covered by this paragraph:

- (a) the coverage of Insuring Agreement V is substituted on or after the date hereof for such prior forgery coverage and the Insured or such predecessor, as the case may be, carried such prior forgery coverage on the office at which such loss was sustained continuously from the time such loss was sustained to the date the coverage of Insuring Agreement V was substituted therefore;
- (b) at the time of discovery of such loss, the period for discovery of loss under all such prior forgery insurance has expired; and
- (c) if the amount of insurance carried under Insuring Agreement V applicable to the office at which such loss is sustained is larger than the amount applicable to such office under such prior forgery insurance and in force at the time such loss is sustained, then liability hereunder for such loss shall not exceed the smaller amount.

## 3. Conditions, Exclusions, Definitions and Limitations

### A. Policy Period, Territory, Discovery

Loss is covered under this Form only if discovered not later than one year from the end of the policy period.

Subject to General Agreement C:

- (a) this Form, except under Insuring Agreements I.A, V and VI applies only to loss which occurs during the policy period within Canada and the United States of America;
- (b) Insuring Agreement I.A applies only to loss sustained by the Insured through "fraudulent or dishonest act" committed during the policy period by any of the "employees" engaged in the regular service of the Insured within the territory designated in (a) above or while such "employees" are elsewhere for a limited period;
- (c) Insuring Agreements V and VI applies only to loss sustained during the policy period.

### B. Exclusions

This policy does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any Insured or a partner therein, whether acting alone or in collusion with others;
- (b) under Insuring Agreement I.A, to loss, or that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;
- (c) under Insuring Agreements II.A, III.A, V and VI, to loss due to any fraudulent, dishonest or criminal act by an "employee", director, trustee or authorized representative of any Insured, while working or otherwise and whether acting alone or in collusion with others, provided this Exclusion (c) does not apply to "safe burglary" or "robbery" or attempt thereof;

- (d) under Insuring Agreements II.A and III.A, to loss due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (e) under Insuring Agreements II.A and III.A, to loss due to the giving or surrendering of "money" or "securities" in any exchange or purchase;
- (f) under Insuring Agreements II.A and III.A, to loss due to accounting or arithmetical errors or omissions;
- (g) under Insuring Agreements II.A and III.A, to loss of manuscripts, books of account or records, except for blank value;
- (h) under Insuring Agreement II.A, to loss of "money" contained in coin operated amusement devices or vending machines, unless the amount of "money" deposited within the device or machine is recorded by a continuous recording instrument therein;
- (i) under Insuring Agreement III.A, to loss of insured property while in the custody of any armoured motor vehicle company, unless such loss is in excess of the amount recovered or received by the Insured under (1) the Insured's contract with said armoured motor vehicle company, (2) the insurance carried by said armoured motor vehicle company for the benefit of users of its service, and (3) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armoured motor vehicle company's service, and then this Form shall cover only such excess;
- (j) under Insuring Agreements II.A and III.A, to loss due to any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (k) under Insuring Agreement II.A, to loss, other than to "money", "securities" and safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against;
- (l) to potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Form;
- (m) to all damages of any type for which the Insured is legally liable, except direct compensatory damages arising from a loss covered under this Form;
- (n) to all costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of loss covered under this Form;
- (o) except as may be specifically stated to the contrary in this Form or any applicable endorsement, to the defence of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to the Insured covered by this Form;
- (p) under Insuring Agreement III.A, to loss due to the surrender of "money", "securities" or other property away from the "premises" as a result of a threat to do (1) bodily harm to the Insured or any other person, or (2) damage to the "premises" or property owned by the Insured or held by the Insured in any capacity; provided that this exclusions shall not apply to loss of "money", "securities" or other property while being conveyed by a "messenger" when there was no knowledge by the Insured of any such threat at the time the conveyance was initiated;
- (q) under Insuring Agreement II.A, to loss of insured property which has been transferred to a person or to a place outside the "premises" on the basis of unauthorized instructions;
- (r) to loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. 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;
- (s)
  - (i) to loss or damage of "data";
  - (ii) to loss or damage caused directly or indirectly by a "data problem";
 Paragraphs (i) and (ii) do not apply to specific coverage provided by this form for Accounts Receivable; Electronic Data Processing media or Valuable Papers and Records. Paragraph (ii) does not apply to loss or damage caused directly by resultant fire, explosion of natural, coal or manufactured gas, smoke or leakage from "fire protective equipment".

### C. Definitions

As used in this Form:

**"Banking Premises"** means the interior of that portion of any building which is occupied by a banking institution in conducting its business.

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

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

**"Data problem"** means:

- (i) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
- (ii) error in creating, amending, entering, deleting or using "data"; or
- (iii) inability to receive, transmit or use "data".

**"Employee"** means any natural person (other than a director or trustee of the Insured, if a corporation, who is not also an officer or "employee" thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business including persons hired through an intervening employment agency or employer during the policy period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character.

As applied to loss under Insuring Agreement I.A, the above words "while in the regular service of the Insured" shall include the first thirty days thereafter; subject however to Items O. and P. of Clause 3.

**"Fire protective equipment"** includes tanks, water mains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

- (i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
- (ii) any water mains or appurtenances located outside of the "premises" and forming a part of the public water distribution system;
- (iii) any pond or reservoir in which the water is impounded by a dam.

**"Fraudulent or Dishonest Act"** means "Fraudulent or Dishonest Act" committed by such "employee" with manifest intent:

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

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

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

**"Premises"** means the interior portion of that portion of any building which is occupied by the Insured in conducting its business.

**"Robbery"** means, the taking of insured property:

- (1) by violence inflicted upon a "messenger" or "custodian";

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

**"Safe Burglary"** means:

- (1) the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the "premises" by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (i) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (ii) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or
- (2) the felonious abstraction of such safe from within the "premises".

**"Securities"** means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".

**"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.

#### **D. Loss Cause By Unidentifiable Employees**

If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the "employees" and the Insured shall be unable to designate the specific "employee" or "employees" causing such loss, the Insured shall nevertheless have the benefit of Insuring Agreement I.A, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said "employees", and provided, further, that the aggregate liability of the Insurer for any such loss shall not exceed the limit of liability applicable to Insuring Agreement I.A.

#### **E. Ownership of Property: Interests Covered**

The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable; provided, Insuring Agreements II.A and IV apply only to the interest of the Insured in such property, including the Insured's liability to others, and do not apply to the interest of any other person or organization in any of said property unless included in the Insured's proof of loss, in which event the third paragraph of Item H. is applicable to them.

#### **F. Books and Records**

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

#### **G. Prior Fraud, Dishonesty or Cancellation**

The coverage of Insuring Agreement I.A shall not apply to any "employee" from and after the time that the Insured or any partner or officer thereof not in collusion with such "employee" shall have knowledge or information that such "employee" has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this policy, any fidelity insurance in favour of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's "employees" shall have been cancelled as to any of such "employees" by reason of the giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the Insurer or not, and if such "employees" shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Insurer shall not be liable on account of such "employees" unless the Insurer shall agree in writing to include such "employees" within the coverage of Insuring Agreement I.A.

#### **H. Loss – Notice – Proof – Action Against Insurer**

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Insured shall: (1) give notice thereof as soon as practicable to the Insurer or any of its authorized agents and, except under Insuring Agreements I.A, V and VI, also to the police, if the loss is due to a violation of the law; (2) file detailed proof of loss, duly sworn to, with the Insurer within four months after the discovery of loss.

Proof of loss under Insuring Agreement V and VI shall include the instrument which is the basis of claim for such loss, or if it shall be impossible to file such instrument, the affidavit of the Insured or the Insured's bank of deposit setting forth the amount and cause of loss shall be accepted in lieu thereof.

Upon the Insurer's request, the Insured shall submit to examination by the Insurer, subscribe the same, under oath if required, and produce for the Insurer's examination all pertinent records, all at such reasonable times and places as the Insurer shall designate, and shall co-operate with the Insurer in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Form, nor until ninety days after the required proofs of loss have been filed with the Insurer, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Form, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

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

In no event shall the Insurer be liable as respects "securities" for more than the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property, for more than the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the Insured as a pledge or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the Insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The Insurer may, with the consent of the Insured, settle any claim for loss of property with the owner thereof. Any property for which the Insurer has made indemnification shall become the property of the Insurer.

In case of damage to the "premises" or loss of property other than "securities", the company shall not be liable for more than the actual cash value of such property, or for more than the actual cost of repairing such "premises" or property or of replacing same with property of like quality and value. The Insurer may, at its election, pay such actual cash value, or make such repairs or replacements. If the Insurer and the Insured cannot agree upon such cash value or such cost of repairs or replacements, such cash value shall be determined by arbitration.

#### **J. Recoveries**

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

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

Payment of loss under Insuring Agreements I.A, V and VI shall not reduce the Insurer's liability for other losses under the applicable Insuring Agreement whenever sustained.

The Insurer's total liability (1) under Insuring Agreement I.A, for all loss caused by any "employee" or in which such "employee" is concerned or implicated, or (2) under Insuring Agreements V and VI, for all loss by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, is limited to the applicable amount of insurance specified on the "Declaration Page(s)" or endorsements amendatory thereto.

The liability of the Insurer for loss sustained by any or all of the Insureds shall not exceed the amount for which the Insurer would be liable had all such loss been sustained by any one of the Insureds.

Except under Insuring Agreements I.A and V, the applicable limit of liability stated on the "Declaration Page(s)" is the total limit of the Insurer's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the "premises", whether committed by one or more persons, shall be deemed to arise out of one occurrence.

Regardless of the number of years this Form shall continue in force and the number of premiums which shall be payable or paid, the limit of the Insurer's liability as specified on the "Declaration Page(s)" shall not be cumulative from year to year or policy period to policy period.

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

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

With respect to loss caused by any person (whether one of the "employees" or not) or in which such person is concerned or implicated or which is chargeable to any "employee" as provided in Item D, and which occurs partly during the policy period and partly during the period of other bonds or policies issued by the Insurer to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Insured under this Form and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Form on such loss or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

#### **M. Other Insurance**

If there is available to the Insured any other insurance or indemnity covering any loss covered by Insuring Agreement I.A, V or VI, the Insurer shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity, except that if such other insurance or indemnity is a bond or policy of fidelity insurance, any loss covered under both such fidelity insurance and Insuring Agreement V or VI shall first be paid under Insuring Agreement V or VI. Any loss covered under Insuring Agreements I.A, V or VI shall first be paid under Insuring Agreement V or VI and the excess, if any, shall be paid under Insuring Agreement I.A. The Insurer waives any right of contribution which it may have against any forgery insurance carried by any depository bank which is indemnified under Insuring Agreement V or VI.

Under any other Insuring Agreement, if there is any other valid and collectible insurance which would apply in the absence of such Insuring Agreement, the insurance under this Form shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (1) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (2) to property otherwise insured unless such property is owned by the Insured.

#### **N. Subrogation**

In the event of any payment under this Form, the Insurer shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

#### **O. Cancellation As To Any Employee**

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

#### **P. No Benefit To Bailee**

This Item shall apply only to Insuring Agreements II.A and III.A.

The insurance afforded by this Form shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

#### **Q. Assignment**

Assignment of interest under this Form shall not bind the Insurer until its consent is endorsed hereon; if, however, the Insured shall die, this Form shall cover the Insured's legal representatives as Insured; provided that notice of cancellation addressed to the Insured named on the "Declaration Page(s)" and mailed to the postal address shown on the "Declaration Page(s)" shall be sufficient notice to effect cancellation of this Form.

#### **R. Changes**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Form or estop the Insurer from asserting any right under the terms of this Form; nor shall the terms of this Form be waived or changed, except by endorsement issued to form a part of this Form signed by an authorized agent of the Insurer.

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

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

#### **T. Deductible**

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

*Insuring Agreement I.A*

The Insurer shall not be liable under Insuring Agreement I.A on account of loss through acts or defaults committed at any time, by any "employee" or in which such "employee" is concerned or implicated, unless the amount of such loss, after deducting the net amount of all reimbursement and recovery, including any cash deposit taken by the Insured, obtained or made by the Insured, other than from any bond or policy of insurance issued by a surety or insurance company and covering such loss, or by the Insurer on account thereof prior to payment by the Insurer of such loss, shall be in excess of the dollar amount of deductible as stated on the "Declaration Page(s)" and then for such excess only, but in no event for more than the amount of insurance carried under Insuring Agreement I.A on such loss.

*Insuring Agreement II.A*

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

*Insuring Agreement III.A*

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

*Insuring Agreements V or VI*

The Insurer shall not be liable under Insuring Agreement V or VI on account of loss through forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, except to the extent such loss is in excess of the dollar amount of deductible as stated on the "Declaration Page(s)", with the insurance then applying to such excess only, subject otherwise to the applicable limit of the Insurer's liability.

## LIABILITY EXTENSION – COMM

Attached to and forming part of the Commercial General Liability form shown on the Declarations and the Non-Owned Automobile Policy S.P.F. No. 6 Form L222.

Unless specifically endorsed on the Declarations, the Limit of Insurance stated in the Summary of Coverages below applies to the coverages listed. If the Commercial General Liability Form LR02 is shown in the Declarations, the Limit of Insurance stated in the Summary of Coverages for this Endorsement is in addition to, and not part of the applicable Each Occurrence Limit or the General Aggregate Limit. If the Commercial General Liability Form LR20 is shown in the Declarations, the Limit of Insurance stated in the Summary of Coverages for this Endorsement is in addition to, and not part of the applicable Each Occurrence Limit.

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

### SUMMARY OF COVERAGES

Item	Coverage	Limit of Insurance
<b>A. For attachment to Commercial General Liability</b>		
<b>Item 1.</b>	Employers' Liability	Included
<b>Item 2.</b>	Voluntary Compensation (Employers' Liability)	Limits as shown on page 2 of this Endorsement
<b>Item 3.</b>	Employee Benefits	\$2,000,000 Aggregate
<b>B. For attachment to a Non-Owned Policy (S.P.F. No. 6)</b>		
<b>Item 4.</b>	S.E.F. No. 94 – Legal Liability for Damage to Hired Automobiles	\$50,000 any one accident
<b>Item 5.</b>	S.E.F. No. 96 – Contractual Liability Endorsement	Included
<b>Item 6.</b>	S.E.F. No. 99 – Excluding Long Term Leased Vehicle Endorsement	Included

### A. FOR ATTACHMENT TO COMMERCIAL GENERAL LIABILITY

Except as otherwise provided in this Endorsement, the following coverage is subject to all limits, terms, conditions, exclusions, deductibles, stipulations, definitions and provisions applicable to the Commercial General Liability form shown in the Declarations.

### COVERAGE ITEM 1 – EMPLOYERS' BODILY INJURY LIABILITY

This Coverage applies only if Commercial General Liability Form LR02 is shown in the Declarations.

#### 1. INSURING AGREEMENT

The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" caused by accident sustained by any person and arising out of and in the course of his or her employment by the Insured, in the operations described in the Declarations.

#### 2. LIMIT OF INSURANCE

Regardless of:

- Insureds under this policy;
  - persons or organizations who sustain "bodily injury"; or
  - claims made or "actions" brought on account of "bodily injury";
- the Insurers' liability is limited as follows:

The Limit of Insurance shown on the Summary of Coverages is the most the Insurer will pay for all "compensatory damages", including "compensatory damages" for care and loss of services, arising out of "bodily injury" sustained by one person, or more than one person, in any one accident or event.

#### 3. EXCLUSIONS

This insurance does not apply to:

- liability assumed by the Insured under any contract or agreement;
- "bodily injury" or "property damage" arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any aircraft;
- any obligation for which the Insured or the Insurer may be held liable under any worker's compensation law;
- "bodily injury" resulting from the acts or omissions of, or "bodily injury" sustained by, any person employed by the Insured in violation of the law as to age;
- "bodily injury" arising out of structural alterations which involve changing the size or moving buildings or other structures, new construction or demolition operations.
- Asbestos – See COMMON EXCLUSIONS
- Fungi or Spores – See COMMON EXCLUSIONS
- Nuclear – See COMMON EXCLUSIONS
- Pollution – See COMMON EXCLUSIONS
- Terrorism – See COMMON EXCLUSIONS

## COVERAGE ITEM 2 – VOLUNTARY COMPENSATION (EMPLOYERS' LIABILITY) EXTENSION

This Coverage applies only if Commercial General Liability Form LR02 is shown in the Declarations.

### 1. INSURING AGREEMENT

Subject to the exclusions of the Employers' Bodily Injury Liability Coverage afforded in Coverage Item I above, the Insurer will pay voluntarily the benefits set out below, either to or on behalf of an "employee" of the Insured on account of "bodily injury" including death resulting therefrom, accidentally suffered by such "employee" and arising out of and in the course of his or her employment by the Insured, whether or not such "bodily injury" could give rise to liability imposed by law upon the Insured;

*Provided however:*

- a. That if the injured "employee" or any person acting on their behalf, refuses to accept the voluntary compensation benefits offered under the provisions of the preceding paragraph, then the Insurer will be permitted, at any time in its discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances the Insurer will no longer be bound by the undertakings expressed in the preceding paragraph. If any claim or demand is made, or any "action" instituted against the Insured for damages for such injuries, such claim, demand or "action" will be considered a refusal to accept such voluntary compensation benefits and such refusal will abrogate in its entirety the Insurer's agreement to pay such voluntary compensation benefits. In such event the obligation of the Insurer as expressed in other parts of the policy having reference thereto will be available to the Insured and will be and remain the obligation of the Insurer as fully and completely as if this Endorsement had not been written;
- b. That the benefits herein contained shall not be payable unless at the time of the accident the "employee" was engaged in duties coming within the scope of the description of operations stated in the Declarations;
- c. That a full release of all claims of such "employee" or any person acting on their behalf, against the Insured is executed and delivered and that the Insurer shall be subrogated in any rights of such "employee" or person (excluding all services available under any Hospital Insurance Act) against anyone other than the Insured and/or that such rights be transferred to the Insurer;
- d. That the Insurer shall in no event be liable hereunder for any claims arising from hernia, however caused.

### 2. SCHEDULE OF BENEFITS

#### Section I – Loss of Life

In the event of death resulting from "bodily injury" within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:

- a. to dependants of the "employee" who were wholly dependent upon him, an amount equal to one hundred (100) times the "weekly indemnity" in addition to the benefits provided under Section II up to the date of death;
- b. the actual funeral expenses not exceeding, however, the sum of five hundred (\$500) dollars.

#### Section II – Temporary Total Disability

If such "bodily injury" shall within fourteen (14) days from the date of the accident totally and continuously disable the "employee" and prevent the "employee" from performing any and every duty pertaining to any occupation or employment, the Insurer will pay "weekly indemnity" for the period of such disability or for twenty-six (26) weeks whichever is the lesser period; provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section II shall be payable for the first seven (7) days of such disability.

#### Section III – Permanent Total Disability

If within twenty-six (26) weeks from the date of the accident and as a direct result of such "bodily injury", the "employee" shall be deemed permanently and totally disabled, by medical evidence satisfactory to the Insurer, the Insurer will pay, in addition to the benefits provided under Section II, "weekly indemnity" for a further period of one hundred (100) weeks.

#### Section IV – Dismemberment Benefits

If such "bodily injury" shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed below in the SCHEDULE OF INCAPACITIES, the Insurer will pay "weekly indemnity" for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section II, but in no event shall it be payable in addition to the benefits provided by Sections I and III.

The total amount payable under this Section IV for one or more incapacities shall not exceed one hundred (100) times the "weekly indemnity".

### SCHEDULE OF INCAPACITIES:

Incapacity	No. of weeks	Incapacity	No. of weeks
<i>Loss or total irrecoverable loss of use of:</i>		<i>Loss or total irrecoverable loss of use of:</i>	
Arm:		Leg:	
(a) at or above elbow; or	100	(a) at or above knee; or	100
(b) below elbow	80	(b) below knee	75
Hand at wrist	80	Foot at ankle	75
* Thumb:		+ Great toe:	
(a) at or above the second phalangeal joint; or	25	(a) at or above the second phalangeal joint; or	15
(b) below the second phalangeal joint involving a portion of the second phalange	18	(b) below the second phalangeal joint involving a portion of the second phalange	8
* Index Finger:		+ Any other toe:	
(a) at or above the second phalangeal joint; or	25	(a) at or above the second phalangeal joint; or	10
(b) at or above the third phalangeal joint; or	18	(b) at or above the third phalangeal joint; or	5
(c) below the third phalangeal joint, involving a portion of the third phalange	12	(c) below the third phalangeal joint, involving a portion of the third phalange	3
* Any other finger:		Sight of one eye	50
(a) at or above the second phalangeal joint; or	15	Sight of two eyes	100
(b) at or above the third phalangeal joint; or	8	Hearing of one ear	25
(c) below the third phalangeal joint, involving a portion of the third phalange	5	Hearing of both ears	100

\* For a combination of two or more of the incapacities marked with an \*, the total amount payable shall not exceed eighty (80) times the "weekly indemnity".

+ For a combination of two or more of the incapacities marked with a +, the total amount payable shall not exceed thirty-five (35) times the "weekly indemnity".

#### Section V – Medical, Surgical, Dental, Pharmaceutical and Hospital Expenses



If such "bodily injury" necessitates medical or surgical treatment or confinement to hospital, the Insurer will pay in addition to all other benefits provided by this Endorsement:

- a. the cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other Insurance Policy or Certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale of charges provided by the Workmen's Compensation Act of the Province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
- b. the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

### 3. SPECIAL CONDITION

The Insurer will have the right to examine the person of the injured "employee" when and as often as may be required while the claim is pending and also, in the case of death of the injured "employee", to make an autopsy subject to any law of the Province relating to autopsies. Nothing herein contained shall be held to vary, waive or extend any of the Declarations, Conditions and Agreements or Limitations of the policy to which this Endorsement is attached, other than as above stated.

### 4. DEFINITION

Whenever used in the Coverage:

"Weekly indemnity" means two-thirds of the "employee's" weekly wage at the date of the accident, but not exceeding in any event the sum of \$250 per week.

## COVERAGE ITEM 3 – EMPLOYEE BENEFITS LIABILITY

### 1. INSURING AGREEMENT

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of any negligent act, error or omission in the "administration" of the "Named Insured's employee benefit programme". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. The Insurer will have the right and duty to defend any "action" seeking those "compensatory damages" but:
  - (1) The amount the Insurer will pay for "compensatory damages" is limited as described in COVERAGE ITEM 3 - LIMITS OF INSURANCE;
  - (2) The Insurer may investigate and settle any claim or "action" at its discretion; and
  - (3) The Insurer's right and duty to defend end when it has used up the applicable Limit of Insurance shown in the Summary of Coverages for this Endorsement.
- b. This Coverage applies to negligent acts, errors or omissions in "administration" only if:
  - (1) Committed in the "coverage territory";
  - (2) Committed by an Insured or by a person or organization authorized to perform the "administration" of the "Named Insured's Employee benefit programme"; and
  - (3) Claim is made or "action" is brought against the Insured for the first time during the policy period shown in the Declarations.

### 2. LIMITS OF INSURANCE

Regardless of the number of:

- a. Insureds; or
- b. Negligent acts, errors or omissions in the "administration" of the "Named Insured's employee benefit programme" for which coverage is afforded under this Endorsement; or
- c. Persons or organizations making claims or bringing "actions"; or
- d. Claims made or "actions" brought;

the Aggregate Limit of Insurance stated in the Summary of Coverages for this Endorsment is the most the Insurer will pay during any one policy period.

### 3. EXCLUSIONS

This Endorsement does not apply to claims or "actions" for:

- a. Dishonest, fraudulent, criminal or malicious acts;
- b. "Bodily injury" or "personal injury";
- c. Failure by any insurer to perform a contract or agreement;
- d. Non-compliance with any law or regulation concerning workers' compensation, unemployment insurance, social insurance, federal or provincial pension plans, disability benefits and similar government-administered or government-mandated benefits;
- e. Any negligent act, error or omission arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate "electronic data".
- f. Asbestos – See COMMON EXCLUSIONS
- g. Terrorism – See COMMON EXCLUSIONS

### 4. ADDITIONAL DEFINITIONS

Wherever used in this Endorsement:

- a. "Administration" means, with respect to an employee benefit programme:
  - (1) giving advice to employees;
  - (2) interpreting the eligibility requirements, conditions, limitations and exclusions;
  - (3) record keeping; and
  - (4) enrolling, suspending or cancelling participation.
- b. "Named Insured's employee benefit programme" means:
  - (1) group life insurance and group health insurance;
  - (2) pension plans;
  - (3) profit sharing plans and employee stock subscription plans,
  - (4) workers' compensation; and
  - (5) unemployment insurance, social security insurance and disability benefits insurance;arranged for the benefit of its employees by or on behalf of the "Named Insured".

## B. FOR ATTACHMENT TO NON-OWNED AUTOMOBILE POLICY (S.P.F. No. 6) FORM L222

Except as otherwise provided in this Endorsement, the following coverage is subject to all limits, terms, conditions, exclusions, deductibles, stipulations, definitions and provisions applicable to the Non-Owned Automobile Policy S.P.F. No. 6 Form L222 shown in the Declarations.

## COVERAGE ITEM 4 - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES (S.E.F. 94)

### 1. INSURING AGREEMENT

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

1. **All Perils** – from All Perils

**2. DEDUCTIBLE CLAUSE**

Each occurrence causing loss or damage, except loss or damage caused by fire or lightning or theft of the entire automobile, shall give rise to a separate claim in respect to which the Insurer's liability shall be limited to the amount of loss or damage in excess of \$500.00.

**3. TWO OR MORE AUTOMOBILES**

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

The Insurer shall not be liable:

- a. for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- b. under any subsection hereof for loss or damage:
  - (1) to tires or consisting of or caused by mechanism fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by each subsection; or
  - (2) to any automobile while being used without the consent of the owner thereof; or
  - (3) caused directly or indirectly by contamination by radioactive material; or
  - (4) to contents of trailers or to rugs or robes; or
  - (5) to tapes and equipment for use with a tape recorder when detached therefrom; or
  - (6) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
  - (7) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
- c. under subsections **3** (Comprehensive), **4** (Specified Perils) for a collision loss or damage occurring after theft by an person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections **1** or **2**.

**4. ADDITIONAL AGREEMENT**

The Insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

**COVERAGE ITEM 5 – CONTRACTUAL LIABILITY ENDORSEMENT (S.E.F. No. 96)**

In consideration of the premium herein stated, it is understood and agreed that exclusion (c) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

(c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

<b>Date(s) of Contract(s)</b>	<b>Name(s) of other contracting party or parties</b>
As reported to the Insurer	As reported to the Insurer

**COVERAGE ITEM 6 – S.E.F. No. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT**

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

The term "Hired Automobiles" as used in this policy means

- a. automobiles hired or leased from others with drivers, or
- b. hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

Except as otherwise provided under this Endorsement all terms and conditions of this policy shall remain unchanged.

# EDGE COMPLETE 2.0

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# SUMMARY OF COVERAGES

## SECTION 1

The following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description and are subject to all conditions of the policy. These Extensions are limited to \$500,000 in respect of any one occurrence.

SECTION 1 - BLANKET EXTENSIONS		
Item	Extensions of Coverage	Amount of Insurance per occurrence
1.	Accounts Receivable	\$500,000
2.	Brands and Labels	
3.	Building Damage by Theft	
4.	Environmental (Green) Upgrade	
5.	Expediting Expenses	
6.	Fire or Police Department Service Charge	
7.	Fire Suppression Recharge Expense	
8.	Personal Property of Officers, Employees and Volunteers	
9.	Professional Fees	
10.	Proof of Loss and Inventory Preparation Expense	
11.	Replacement of Locks and Keys	
12.	Tenant Leasehold Interest - Rents	
13.	Valuable Papers and Records, Computer Data	

## SECTION 2

The following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description and are subject to all conditions of the policy. These Extensions are limited to \$100,000 in respect of any one occurrence.

SECTION 2 - BLANKET EXTENSIONS		
Items	Extensions of Coverage	Amount of Insurance per occurrence
14.	Accrued Storage Charges	\$100,000
15.	Arson and Theft Reward	
16.	Consequential Loss - Off-premises Service Interruption	
17.	Contents at Insured or Insured's Employees Residence	
18.	Contents at Other than Specified Locations	
19.	Contents Temporarily Away from the Premises	
20.	Deferred Payment Plan Stock	
21.	Exhibition Floater	
22.	Fine Arts	
23.	Fines, Damages or Penalties for Breach of Contract	
24.	Installation Floater	
25.	Mobile Inventory Management Equipment	
26.	Mortgage Rate Guarantee	
27.	Moulds and Patterns	
28.	Property in Custody of Sales Representatives	

## SECTION 3

Except for Extensions 35., 40. and 56., the following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description and are subject to all conditions of the policy.

SECTION 3 - INDIVIDUAL EXTENSIONS		
Item	Extension of Coverage	Amount of Insurance per occurrence
29.	Bailee's Customer	\$10,000
30.	Breakdown of refrigeration or heating equipment on vehicle	\$25,000
31.	Building by-laws	
31.1.	Value of undamaged portion	Included
31.2.	Cost of demolition	Included
31.3.	Increased cost of construction	10% / \$1,000,000
32.	Catch all Clause	\$50,000
33.	Computer System	\$50,000
	Computer Media	\$25,000
	Computer Data	\$25,000
34.	Condominiums - Common elements contents or common area contents	\$75,000
35.	Condominiums - Common expense	Included
36.	Condominiums - Trustees fees	\$75,000
37.	Condominiums - Property in custody	\$5,000 / \$50,000
38.	Condominiums - Unit Owners Additional Coverages	
38.1.	Contingent Condominium Unit Coverage	\$250,000
38.2.	Special Loss Assessment	\$250,000
38.3.	Betterments and Improvements	\$50,000
39.	Confiscation or Seizure of Property	\$5,000
40.	Consequential Loss - On Premises	Included
41.	Construction of Additions, Extensions, Alterations and Repairs	\$125,000
42.	Crane Operator's Insurance	\$10,000
43.	Debris Removal Expenses	10% / \$1,000,000
44.	Extra Expenses	\$50,000
45.	Growing Plants, Trees, Shrubs, Lawns or Flowers	\$25,000
46.	Land and Water Pollutant Clean Up Expenses	\$50,000
47.	Money and Securities	\$1,000
48.	Newly Acquired Contents	\$250,000 (Equipment) / \$10,000 (Stock) / (30 days)
49.	Newly Acquired Locations	\$1,000,000 (Building) / \$500,000 (Contents) / (90 days)
50.	New Generation	\$25,000
51.	Office Business Contents	\$10,000
52.	Peak Season Increase	25%
53.	Precious Metals	\$10,000
54.	Property in Transit	\$30,000
55.	Property Leased, Rented or Loaned	\$30,000
56.	Removal	60 days
57.	Roadways, Walkways and Parking Lots	\$50,000
58.	System Software Erasure	\$10,000
59.	Unscheduled Tool Floater	\$10,000

60.	Warehouseman's Legal Liability	\$50,000
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SECTION 4

Item	SPECIAL PROVISIONS
	Basis of valuation - Replacement Cost
	Notice of Cancellation/Termination Amendment
	Territorial Limits
	Waiver of Deductible for a Major Loss

Note: See the wording of each Extension for full conditions of coverage.

# PROPERTY COVERAGE

In the event that more than one Extension of Coverage applies to the same property lost or damaged as a result of a single occurrence, only the Extension with the highest amount of insurance will apply. In the event a more specific coverage elsewhere in the policy applies to a loss covered by one of these Extensions, only the specific coverage will apply.

The following Extensions cancel and replace those existing on the Building and/or Contents - Broad Form, subject to the conditions, exclusions and limitations stipulated in this Form. The following Extensions of Coverage are not subject to a co-insurance requirement.

## EXTENSIONS OF COVERAGE

### SECTION 1 - BLANKET EXTENSIONS

The following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description and are subject to all conditions of the policy, up to a total limit per occurrence as specified in the Summary of Coverages for this Section.

#### 1. ACCOUNTS RECEIVABLE

This Extension insures:

- 1.1. all sums due to the Insured from customers, provided the Insured is unable to collect such sums as the direct result of loss or damage to records of accounts receivable which are inside the **building** at the location designated on the Declaration Page(s);
- 1.2. interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectable by such loss or damage;
- 1.3. collection expense in excess of normal collection cost and made necessary because of such loss or damage;
- 1.4. other expenses, while reasonably incurred by the insured in reestablishing records of accounts receivable following such loss or damage.

The Insurer shall not be liable for loss or damage:

- 1.5. due to bookkeeping, accounting or billing errors or omissions;
- 1.6. the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation. This shall not preclude the use of such procedures in support of claim for loss;
- 1.7. 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.

#### 1.8. BASIS OF SETTLEMENT

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

- 1.8.1. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
- 1.8.2. 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 loss occurs, or such part thereof for which the Insured has furnished monthly statements to the Insurer, as compared with such average for the same months of the preceding year;
- 1.8.3. the amount determined under (1.8.1.) above, increased or decreased by the percentage calculated under (1.8.2.) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
- 1.8.4. the amount determined under (1.8.3.) 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 amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectable by the Insured. On deferred payment accounts receivable, unearned interest and service charges shall be deducted.

#### 2. BRANDS AND LABELS

If **stock** damaged by an insured peril is salvageable and bears a brand or trademark or guarantee, the Insurer agrees to pay for the removal of such brand, trademark or guarantee before sale of such **stock** as salvage.

#### 3. BUILDING DAMAGE BY THEFT

This Form is extended to insure damage (except by fire) to that part of a **building** occupied by the Insured, directly resulting from theft or attempted theft and from vandalism or **malicious acts** committed on the same occasion, provided the Insured is not the owner of such **building**, is legally liable for such damage, and the **building** is not otherwise insured under this Form.

#### 4. ENVIRONMENTAL (GREEN) UPGRADE

This Form is extended to cover:

- 4.1. any difference between the certified **green** cost and the established **replacement cost**;
- 4.2. any additional costs incurred by the Insured for the services of a **green authority**, in accordance with the design, construction, restoration or reconstruction of certified **green** property which suffered an insured loss; and
- 4.3. any additional costs incurred by the Insured to obtain the certification or the recertification of repaired or replaced insured property to be certified **green**;

following a loss or damage to **building(s)** and **equipment** directly caused by an insured peril.

For the purposes of this Extension of coverage, the Insured shall comply with the co-insurance clause applicable to the **building(s)** and **equipment**.

**Green** means products, materials, methods and processes certified by a **green authority** and that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

**Green Authority** means an authority on building products, materials, methods or processes that are certified and accepted by industry associations or government as supporting environmental sustainability and/or energy conservation. These entities include but are not limited to: Leadership in Energy and Environmental Design (LEED), Green Building Initiative (Green Globes), Energy Star, Building Owners and Managers Association (BOMA) BEST, any applicable Canadian Standards Association guideline, ISO Standards or any other environmental sustainability or energy conservation rating or certification system recognised by the Insurer.



## 5. EXPEDITING EXPENSES

This Form is extended to cover expediting expenses, including overtime, incurred as a result of loss or damage to insured property by an insured peril, for such costs incurred to:

- 5.1. make reasonable temporary repairs;
- 5.2. expedite reasonable permanent repairs;
- 5.3. expedite permanent **replacement** of the insured property that has been lost or damaged by an insured peril.

This Extension does not apply to additional costs incurred for the rental or borrowing of property while the damaged property is being repaired or replaced.

**Replacement** means repair, construction or reconstruction with new property of like kind and quality.

## 6. FIRE OR POLICE DEPARTMENT SERVICE CHARGES

This Form is extended to cover service charges assessed when a fire or police department is called to save or protect the insured property from fire or another insured peril at the location specified on the Declaration Page(s).

This Extension of Coverage only provides reimbursement for service charges for which the Insured is liable and which have been received directly from:

- 6.1. the Insured's municipal fire or police department; or
- 6.2. a neighbouring municipality's fire department or police department for which there is an inter-municipal agreement.

## 7. FIRE SUPPRESSION RECHARGE EXPENSE

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

Coverage under this Extension, may also be applied to the cost incurred during the policy period of upgrading any **fire suppression system** following loss or damage arising out of a fire to which this Form otherwise applies, and that caused such **fire suppression system** to discharge. The cost incurred for upgrading **fire suppression systems** does not apply to any **automatic sprinkler system** designed to protect the **building or contents**.

**Fire Suppression System** means special fire suppression equipment, which is not water based and has been designed and installed to conform with National Fire Protection Association (NFPA) guidelines.

**Automatic Sprinkler System** means a system that consists of an integrated network of piping designed in accordance with fire protection engineering standards that includes a water supply source, a water control valve, a water flow alarm and a drain. The system shall be activated by heat from a fire that automatically discharges water over the fire area.

## 8. PERSONAL PROPERTY OF OFFICERS, EMPLOYEES AND VOLUNTEERS

At the option of the Insured, **equipment** also includes personal property of officers, employees and volunteers of the Insured.

## 9. PROFESSIONAL FEES

This Form is extended to cover reasonable fees charged by auditors, accountants, lawyers, architects, surveyors, engineers or other professionals retained by the Insured, for the purpose of producing or certifying particulars or details of the Insured's business and that are required by the Insurer in connection with loss or damage caused to insured property by an insured peril.

This extension only applies to necessary and reasonable fees paid to professionals for producing and certifying any information that may be required by the Insurer in order to arrive at the loss payable under this Form.

This Extension of does not include the fees and cost of public adjusters.

## 10. PROOF OF LOSS AND INVENTORY PREPARATION EXPENSE

If, as the result of loss or damage caused by an insured peril, the Insurer requests:

- 10.1. the preparation of a proof of loss; or
- 10.2. the preparation of inventories to help determine the amount of the loss.

This Extension covers the necessary expenses incurred to prepare such proofs or inventories.

This Extension does not apply to expenses to prove this Form insures against a loss, nor for expenses incurred under the condition of this policy relating to appraisal.

## 11. REPLACEMENT OF LOCKS AND KEYS

This Form is extended to cover the replacement, repair or reprogramming of locks in the event of loss or damage caused by an insured peril, to master keys, electronic passes or key cards controlling the doors to locations specified on the Declaration Page(s).

## 12. TENANT LEASEHOLD INTEREST - RENTS

If, as a result of direct physical loss of or damage to insured property from an insured peril, the landlord terminates the lease in accordance with the conditions of the lease, this Extension will cover the difference between the higher rent at the new premises and the rent stipulated in the prior lease for:

- 12.1. the unexpired term of the prior lease; or
- 12.2. 24 months from the date of loss;

whichever time period is shorter.

The difference shall be calculated on the basis that the new premises are of similar size, condition and location without allowances for improvement.

## 13. VALUABLE PAPERS AND RECORDS, COMPUTER DATA

This Form is extended to cover all risks of direct physical loss of or damage to **valuable papers and records** and **computer data**, and for the extra expense necessarily incurred in the reproduction of **valuable papers and records** and **computer data**, including the cost of gathering or assembling information or data for such reproduction.

**This Extension of coverage does not apply to:**

- 13.1. errors or omissions in processing or copying unless fire or explosion ensues and then only for such ensuing fire or explosion;
- 13.2. **money** or **securities**.

### DEFINITIONS

**Computer Data** means facts, concepts and information which is converted to a form useable for computer equipment and includes programs, software and coded instructions for the processing and manipulation of data or the direction and manipulation of such computer equipment.

**Money** means currency, coins, bank notes and bullion, traveller's cheques, registered cheques and money orders held for sale to the public.

**Securities** means all negotiable and non-negotiable instruments or contracts representing **money** or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include **money**.

**Valuable Papers and Records** means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts and electronically stored records.

## SECTION 2 - BLANKET EXTENSIONS

The following Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of every description and are subject to all conditions of the policy, up to a total limit per occurrence as specified in the Summary of Coverages for this Section.

### 14. ACCRUED STORAGE CHARGES

This Form is extended to cover the amount of uncollectible accrued storage charges that arise from loss of or damage caused by an insured peril to the movable property of others that is stored or transported by the Insured. No coverage is provided for storage charges that are more than 30 days in arrears.

### 15. ARSON AND THEFT REWARD

In the event of loss or damage to the insured property that results from an act of arson or theft, for which coverage is afforded under this policy, this Form is extended to reimburse the Insured for rewards paid for information directly leading to convictions for the act of arson or theft, or for the recovery of stolen property.

The Insurer's liability under this Extension shall not be increased by the number of people who provide information.

This Extension is limited to a maximum recovery of 25% of such loss, up to the amount specified on the Summary of Coverages under Section 2.

### 16. CONSEQUENTIAL LOSS - OFF-PREMISES SERVICE INTERRUPTION

This Form is extended to cover loss of or damage to **stock** on the **premises** caused by a change of temperature or dampness or dryness of atmosphere, provided that such loss or damage results directly from an insured peril to off-**premises** public utility generating plants, switching stations, substations, transformers and pumping stations, including underground transmission lines and pipes, that generate and supply electricity, water, gas or steam to the Insured Property.

Such damaged apparatus must be located within 100 kilometres of the location specified on the Declaration Page(s).

This coverage does not insure loss or damage arising from loss of or damage to overhead electrical transmission or distribution lines (or their supporting structures) that are off the **premises**.

### 17. CONTENTS AT INSURED RESIDENCE OR INSURED'S EMPLOYEES RESIDENCE

This Form is extended to insure **contents** while at the residence of the Insured or the Insured's employees.

### 18. CONTENTS AT OTHER THAN SPECIFIED LOCATIONS

This Form is extended to cover **contents**, while at a location not owned, rented, or controlled in whole or in part by the Insured. This Extension applies while the **contents** are anywhere in the world.

### 19. CONTENTS TEMPORARILY AWAY FROM THE PREMISES

This Form is extended to cover **contents** temporarily removed from the premises described on the Declaration Page(s), while at an unnamed location anywhere in the world.

### 20. DEFERRED PAYMENT PLAN STOCK

This Form is extended to cover **stock** the Insured has sold conditionally or whose price is payable at a future date or by installments. If direct physical loss of or damage to such **stock** by an insured peril occurs after it has left the Insured's custody but before the Insured has received full payment, the Insurer will indemnify the Insured for the unpaid balance. This Extension does not insure against default by the purchaser.

### 21. EXHIBITION FLOATER

This Form is extended to cover loss or damage caused directly to the insured property by an insured peril, from the time the property insured leaves any **premises** of the Insured, while in transit to and from any exhibition site and while at such exhibition site.

### 22. FINE ARTS

This Form is extended to cover fine arts that are the property of the Insured or the property of others for which the Insured may be liable, while at the premises described on the Declaration Page(s).

Fine arts includes paintings, etchings, pictures, tapestries and other bona fide works of art such as valuable rugs, statuary, marbles, bronzes, antique furniture, books, antique silver, manuscripts, porcelains, glass and bric-a-brac, that are rare, are of historical value or that are of artistic merit.

### 23. FINES, DAMAGES OR PENALTIES FOR BREACH OF CONTRACT

This Form is extended to cover sums the Insured is legally liable to pay in discharge of fines, damages or penalties incurred solely for late or non-completion of orders in consequence of direct physical loss of or damage to insured property from an insured peril.

### 24. INSTALLATION FLOATER

This Form is extended to cover property, while in transit or otherwise, which is in the process of installation, construction, repair or reconstruction, or any other job in connection with the operations of the Insured, provided that:

- 24.1. the Insured is the owner, or has care, custody or control and may be held responsible for the property described above; and
- 24.2. such property is intended to enter into and form part of the project performed by the Insured.

The Insurer shall be liable for up to the amount of Insurance specified in the Summary of Coverages under this Section 2 on property at any single project site.

#### Property Excluded

This Form does not insure property while located on any **premises** owned, leased or occupied by the insured.

#### Cessation of Coverage

This insurance will be terminated:

- 24.3. at the beginning of use or occupancy of any part or section of the project unless such use or occupancy is for:
    - 24.3.1. construction purposes;
    - 24.3.2. office or habitational purposes;
    - 24.3.3. installing, testing or storing equipment or machinery;
  - 24.4. 30 days after completion of the installation; or
  - 24.5. the expiration of this insurance;
- whichever occurs first.

### 25. MOBILE INVENTORY MANAGEMENT EQUIPMENT

Notwithstanding what is provided under exclusion 1.3 Electrical Devices, Appliances or Wiring, of the Building and/or Contents - Broad Form, this Form is extended to cover loss of or damage to **mobile inventory management equipment** including **data** and media, caused by an insured peril. This Extension applies to property only while away from the **premises**.

Paragraph 2.16 Data Exclusion, of the Building and/or Contents - Broad Form, does not apply to this Extension of coverage.

Insurance under this Extension does not apply to loss due to electrical or magnetic injury, computer viruses, malware or any form of malicious code, or the disturbance or erasure of electronic recordings, except by lightning.

**Mobile inventory management equipment** means mobile computers, computerized equipment and related component parts that are used away from the **premises** solely to manage and control inventory.

## 26. MORTGAGE RATE GUARANTEE

This Form is extended to cover the increase in mortgage cost required as a result of direct physical loss of or damage to a **building** by an insured peril where loss or damage to such **building** is deemed to be total, and where the mortgagor at the time of the loss closes the existing mortgage, requiring a new mortgage at a higher, competitive rate of interest.

The new mortgage must be the same term, amortization, and interest rate option of the previous mortgage.

Indemnity shall be based on the difference between the mortgage rate in effect on the date of the loss and the new mortgage rate, based on the outstanding mortgage balance.

This Extension will continue:

- 26.1. for the duration of the existing mortgage period in effect at the time of the loss, until its expiry; or
- 26.2. until the Insured relinquishes title or interest in the **building**; or
- 26.3. for a period not exceeding 60 months;

whichever occurs first.

This coverage shall have full force and effect only if loss of or damage to the **building** is deemed to be total, and settlement of partial losses shall be made as if this Extension had not been in effect.

## 27. MOULDS AND PATTERNS

This Form is extended to cover moulds and patterns which are the property of the Insured, or the property of others in the custody of the Insured and for which the Insured is liable.

## 28. PROPERTY IN CUSTODY OF SALES REPRESENTATIVES

This Form is extended to cover insured property, whether in transit or otherwise, in the custody of sales representatives.

## SECTION 3 - INDIVIDUAL EXTENSIONS

**Except for Extensions 35. CONDOMINIUMS - COMMON EXPENSE, 40. CONSEQUENTIAL LOSS - ON PREMISES, and 56. REMOVAL, the following Extensions of coverage apply in addition to the limit of insurance stated on the Declaration Page(s) for the Building, Contents, or the Property of Every Description, and are subject to all conditions of the policy, up to an individual limit per occurrence as specified in the Summary of Coverages for this Section, unless stated otherwise on the Declaration Page(s).**

## 29. BAILEE'S CUSTOMER

This Form is extended to cover all lawful goods and articles belonging to the Insured's customers and clients while such goods or articles are:

- 29.1. on the **premises** for the purpose of the Insured performing the business service or professional service described on the Declaration Page(s);
- 29.2. in transit if the goods or articles are in the possession of the Insured.

This Extension does not apply to loss or damage to goods or articles received for storage, or for which a storage charge has been or will be made.

## 30. BREAKDOWN OF REFRIGERATION OR HEATING EQUIPMENT ON VEHICLE

This Form is extended to cover loss or damage to insured property from sudden or accidental breakdown or failure of refrigeration or heating equipment forming part of the transporting vehicle owned, rented or leased by the Insured, subject to the following conditions:

- 30.1. It is warranted that the Insured and/or his agents shall exercise due diligence in maintaining in complete working order all refrigeration or heating units and related equipment, in accordance with the manufacturer's specified precautions and service procedures. If the Insured fails to maintain written records of such maintenance or fails to inspect, repair or otherwise keep such units and related equipment in good working order, there will be no coverage for loss or damage to cargo caused by or resulting from changes in temperature.
- 30.2. The Insurer is not liable if at the time of loss or damage there is any other insurance that would be attached if this Extension had not been effected.

This coverage shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.

## 31. BUILDING BY-LAWS

In the event of loss or damage, by the perils insured against under this policy, to buildings described on the Declaration Page(s), this Form is extended to cover:

- 31.1. loss occasioned by the demolition of any undamaged portion of the **building**;
- 31.2. the cost of demolishing and clearing the site of any undamaged portion of the **building**;
- 31.3. any increase in the cost of repairing, replacing, constructing or reconstructing the damaged portion of the **building** on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy.  
This Extension (31.3) also covers an additional amount, if the policy limit is exhausted, for up to 10% of the limit of insurance stated on the Declaration Page(s) for the Building, subject to the maximum amount stated in the Summary of Coverages for this Extension under Section 3.;

arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged **buildings**, and is in force at the time of such loss or damage.

**This Extension of coverage does not insure against:**

- 31.4. the enforcement of any by-law, regulation, ordinance or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy; or
- 31.5. direct or indirect loss, damage, cost or expense, arising out of **clean up** resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**; or
- 31.6. direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**; or
- 31.7. the enforcement of any by-law, regulation, ordinance or law which would apply in the absence of a loss; or
- 31.8. the enforcement of any by-law, regulation, ordinance or law that the Insured was required to comply with prior to the loss but failed to do so.

## 32. CATCH ALL CLAUSE

In the event of a claim being made under any Extension specified under Section 3 of this Form, and following the application of all terms, deductibles, and conditions applicable to the Extension, if the amount of insurance is insufficient to fully indemnify the Insured for loss or damage, then the insurance under this Form is extended to provide additional coverage, in excess of any such adjusted claim.

In no event shall the Insurer be liable, in any one occurrence, for more than:

- 32.1. the difference between the amount payable, under the adjusted claim(s), and the amount required to fully indemnify the Insured; or
- 32.2. the amount of insurance specified for this Extension in the Summary of Coverages for this Extension under Section 3.;

whichever is the lesser amount.

If the amount of insurance for more than one Extension is insufficient, this Catch All Clause may be applied to one or more Extensions in any one loss occurrence. In the event that claim is made under this Catch All Clause, the Insured shall elect which Extensions shall receive the benefit of this Catch All Clause.

The Insurer shall not be liable for more than the amount shown in the Summary of Coverages for this Extension under Section 3. in any one occurrence, no matter how many Extension limits are insufficient.

### 33. COMPUTER SYSTEMS, MEDIA AND DATA BREAKDOWN

This Form is extended to cover loss or damage to **computer systems**, **computer media** or **computer data** on the **premises** due to:

- 33.1. mechanical breakdown, faulty construction or error in design; or
- 33.2. short circuit, blow-out or other electrical, electronic or magnetic disturbance:
  - 33.2.1. within a **computer system**; or
  - 33.2.2. caused by lightning;
- 33.3. failure, breakdown or malfunction of **computer system** when **computer media** is being run through a **computer system** and the **computer media** fails, breaks down, or malfunctions.

In addition, this Extension covers the extra expenses necessarily incurred to reprogram or replace any **computer data** that is disturbed or erased as the direct result of such loss or damage.

**This Extension of coverage does not apply to:**

- 33.4. errors or omissions in processing or copying of **computer media** or **computer data**;
- 33.5. computer viruses, harmful code or similar instructions introduced into or enacted on a **computer system**, equipment or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation;
- 33.6. loss or damage caused directly or indirectly by any change or interruption to electric power, if the change originates more than 1000 feet away from the **premises** insured containing the **computer system**, **computer media** or **computer data**.

**Computer Data** means facts, concepts and information which is converted to a form useable for computer equipment and includes programs, software and coded instructions for the processing and manipulation of **data** or the direction and manipulation of such computer equipment.

**Computer Systems** means electronic office equipment including computer servers, component parts, networks, mainframes, accounting machines, drives, associated peripheral equipment, and any storage devices that are used for **computer data** storage and processing.

**Computer Media** means the material on which **computer data** are stored.

### 34. CONDOMINIUMS - COMMON ELEMENTS CONTENTS OR COMMON AREA CONTENTS

This Form is extended to cover loss or damage to **common elements contents** or **common area contents** at the **premises**, not otherwise insured.

**Common elements contents** or **Common area contents** means furniture, furnishings, fittings, fixtures, machinery, and appliances other than the **building**. The property must be located in a common area of the **building** which is openly accessible to all occupants of the **building**.

### 35. CONDOMINIUMS - COMMON EXPENSE

The Insurer agrees to indemnify the **Condominium Corporation** for the loss of such obligatory contributions towards common expenses as may be assessed from time to time by the **Condominium Corporation** against all **unit** owners, provided that the Insurer shall not be liable under this Extension for more than the pro-rata share of such expenses during the time that the **unit(s)** remain unoccupied and untenable due to loss or damage insured by this Policy.

### 36. CONDOMINIUMS - TRUSTEES FEES

This Form is extended to cover reasonable and customary fees paid by the **Condominium Corporation** or by any **unit** owner to an insurance trustee for services provided following insured loss or damage. The use of an insurance trustee must be required by the Condominium Declaration and the Insurance Trust Agreement.

This Extension of Coverage shall be limited to a maximum recovery, corresponding to the amount of Insurance specified in the Summary of Coverages for this Extension, provided the amount of the fee or fees levied does not exceed two percent (2%) of the loss sustained and otherwise payable under this Form, without regard to the benefit under this Extension.

### 37. CONDOMINIUMS - PROPERTY IN CUSTODY

This Form is extended to cover loss or damage to the property of **unit** owners, only if the **Condominium Corporation** accepts such property for custody or safekeeping.

This Extension of Coverage shall be limited to an amount per **unit** owner and maximum amount per occurrence as specified in the Summary of Coverages for this Extension under Section 3.

### 38. CONDOMINIUMS - UNIT OWNERS' ADDITIONAL COVERAGES

#### 38.1. Contingent Condominium Unit Coverage

This Form is extended to cover for loss or damage by an insured peril to the **Insured's unit**, but only to the extent that said **unit** is not so insured by the **Condominium Corporation** or to the extent that building insurance purchased by the **Condominium Corporation** on behalf of its **unit** owners is not effective or is inadequate.

#### 38.2. Special Loss Assessment

This Form is extended to cover for payment of the **Insured's** share of Special Loss Assessments levied against the **unit** owners of the **Condominium Corporation** by the directors of said **Condominium Corporation** in accordance with the governing rules of the corporation, when such assessments are made necessary by direct loss or damage by a peril insured against, to the condominium property collectively owned by the **unit** owners.

#### 38.3. Betterments and Improvements

This Form is extended to cover loss or damage by an insured peril to improvements or betterments made or acquired by the owners of condominium units that have become a permanent part of the **building**.

For the purposes of this Extension, **Insured** means the individual Condominium **unit** owner.

### 39. CONFISCATION OR SEIZURE OF PROPERTY

Notwithstanding exclusion 1.11. Property Illegally Acquired of the Building and/or Contents - Broad Form, if **equipment** or **stock** is confiscated or seized from the Insured by public authority, and the Insured purchased such property from a person who had acquired such property illegally, this Form is extended to cover such loss.

This Extension shall not apply if the Insured was aware they were purchasing illegally acquired property.

### 40. CONSEQUENTIAL LOSS - ON PREMISES

This Form is extended to cover physical loss of or damage to **stock**, while on the **premises**, caused by:

- 40.1. dampness or dryness of atmosphere; or
- 40.2. change of temperature;

directly resulting from physical loss of or damage to **building** or **equipment**, including, while located on the **premises**, their supply or transmission lines and pipes and their connections furnishing **services**.

The physical loss of or damage to **building** or **equipment** must directly result from an insured peril.

**Services** means electricity, water, gas or steam.

#### 41. CONSTRUCTION OF ADDITIONS, EXTENSIONS, ALTERATIONS AND REPAIRS

If not insured elsewhere, this Form is extended to cover property in course of construction that forms part of an addition, extension or alteration to the **building** on the **premises**, including:

- 41.1. materials and supplies;
- 41.2. landlord's permanent fittings and fixtures to be attached to the **building**;
- 41.3. scaffolding, falsework, forms, hoardings, excavation, site preparation, temporary structures, and similar work;
- 41.4. fences, foundations, other supports, frescoes, machinery and equipment for building services;
- 41.5. landscaping.

#### 42. CRANE OPERATOR'S INSURANCE

This Form is extended to cover property in the care, custody or control of the Insured, owned by the Insured's customers and for which the Insured may be held legally liable, against any loss or damage caused by accident while such property is being lifted or moved on the **project site** by cranes or hoisting equipment, during erection or elevation operations.

**Project site** means any work site at which the Insured has been contracted to do work usual to the operations of the Insured.

#### 43. DEBRIS REMOVAL - ADDITIONAL EXPENSES

This Form is extended to cover expenses incurred by the Insured in the removal from the **premises** of:

- 43.1. debris of the insured property, occasioned by loss or damage insured under this Form;
- 43.2. debris or other property which is not insured by this Form but which has been blown by windstorm upon the **premises**.

This Extension also covers additional debris removal expense, if the policy limit is exhausted, for up to 10% of the limit of insurance stated on the Declaration Page(s) for the Building, the Contents or the Property of Every Description, subject to a maximum amount stated in the Summary of Coverages for this Extension under Section 3.

**This Extension of coverage does not apply to costs or expenses:**

- 43.3. to clean up **pollutants** from land or water; or
- 43.4. 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**.

#### 44. EXTRA EXPENSES

This Form is extended to cover **extra expenses** necessarily incurred by the Insured during the **restoration period** to maintain, as much as possible, the **normal** activities of the business after an insured loss affecting the **buildings** or their **contents**.

This Extension includes the actual loss as insured by this Form during the period of time, not exceeding thirty (30) days, while access to the **premises** is prohibited by order of civil authority as a direct result of damage to neighbouring premises by an insured peril.

**The following expenses are not covered under any circumstances:**

- 44.1. loss of income;
- 44.2. extra expense in excess of that necessary to continue as nearly as practicable the **normal** conduct of the Insured's business;
- 44.3. cost of repairing or replacing damaged property, except cost in excess of the **normal** cost of such repairs or replacements necessarily incurred to reduce the total amount of **extra expense**.

**Extra expenses** means the excess (if any) of the total cost during the **restoration period** for the purpose of continuing the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. This will include the cost of using the property of others or other similar necessary emergency expenses. Any salvage value of such property remaining after resumption of **normal** operations shall be taken into consideration in the adjustment of any insured loss.

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

**Restoration period** means the period of restoration, commencing with the date of the loss and not limited by the expiration date of this policy, as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property as may be destroyed or damaged.

#### 45. GROWING PLANTS, TREES, SHRUBS, LAWNS OR FLOWERS

This Form is extended to cover loss of or damage to growing plants, trees, shrubs, lawns or flowers outside the **building** and caused by an insured peril.

#### 46. LAND AND WATER POLLUTANT CLEAN UP EXPENSES

Notwithstanding the pollution exclusion 2.15. provided in the Building and/or Contents - Broad Form, this Form is extended to cover expenses incurred for the **clean up** of **pollutants** from land or water at the **premises**, provided the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:

- 46.1. arises directly from loss or damage due to an insured peril to insured property at the **premises**; and
- 46.2. is sudden, unexpected and unintended from the standpoint of the Insured; and
- 46.3. first occurs during the policy period.

##### Reporting Period

It is a condition precedent to recovery under this Extension that all expenses insured by this Extension must be incurred and reported to the Insurer within 365 days of the spill, discharge, emission, dispersal, seepage, leakage, release, migration or escape of **pollutants** for which **clean up** expenses are being claimed.

##### Limit of Insurance

The maximum amount of insurance under this Extension during any one annual policy period shall not exceed in the aggregate, the amount of insurance specified in the Summary of Coverages for this Extension under Section 3.

##### No automatic reinstatement

Notwithstanding the Reinstatement Clause in the General Conditions Form to which this Form is attached, the amount of insurance specified for this Extension will be reduced, following a loss, by the amount payable.

**This Extension of coverage does not apply to:**

- 46.4. expenses for **clean up** away from or beyond the **premises** resulting from any spill, discharge, emission, dispersal, leakage, seepage, migration, release or escape of **pollutants**, even if the **pollutants** emanated from the **premises**;
- 46.5. expenses for **clean up** of any spill, discharge, emission, dispersal, leakage, seepage, migration, release or escape of **pollutants** that began before the effective date of the policy;
- 46.6. fines, penalties, punitive or exemplary damages;
- 46.7. expenses incurred for the **clean up** of **pollutants** at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.

#### Other insurance

The insurance afforded by this Extension shall apply as excess over any other valid and collectible insurance available to the Insured or any other interested party, unless the Insured has no other valid and collectible insurance, in which case this policy shall be primary.

#### 47. MONEY AND SECURITIES

This Form is extended to cover **money** and **securities** used in and incidental to the Insured's business (as evidenced by the Insured's account records) while on the **premises** of the Insured as specified on the Declaration Page(s) or away from such **premises** while being carried or held strictly incidentally to the Insured's business.

**Money** means currency, coins, bank notes and bullion.

**Securities** means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens, and tickets, but does not include **money** or digital currency.

The insurance afforded by this Extension shall apply as excess over any other valid and collectible insurance available to the Insured or any other interested party, unless the Insured has no other valid and collectible insurance, in which case this Extension shall be primary.

#### 48. NEWLY ACQUIRED CONTENTS

This Extension is only applicable if **contents** are insured under this policy.

This Form is extended to cover newly acquired **stock** and **equipment**.

This coverage attaches at the time of the acquisition and extends:

- 48.1. for a period of 30 days; or
- 48.2. to the date of endorsement of this Form adding such **stock** and **equipment**; or
- 48.3. until the expiry date of this policy;

whichever occurs first.

#### 49. NEWLY ACQUIRED LOCATION

This Form is extended to cover **buildings** and **contents** at any newly acquired location, other than any location(s) already described on the Declaration Page(s), that is owned, rented or controlled by the Insured for the purposes stated on the Declaration Page(s).

This coverage attaches at the time of the acquisition and extends:

- 49.1. for the number of days shown in the Summary of Coverages for this Extension under Section 3.; or
- 49.2. to the date of endorsement of this form adding such location; or
- 49.3. until the expiry date of this policy;

whichever occurs first.

#### 50. NEW GENERATION

This Form is extended to cover any increase in the replacement cost of **equipment** which has been lost or damaged as a direct result of perils insured against and which the Insured elects to replace with **equipment** of a newer generation, provided that the replacement equipment performs the same function and is of like quality as that lost or destroyed.

Coverage will only apply in the event of the total loss of the insured property. In case of a partial loss to the insured property, the basis of settlement will be applied according to the terms elsewhere in this Form.

#### 51. OFFICE BUSINESS CONTENTS

This Form is extended to cover loss or damage to **office business contents** at the location described on the Declaration Page(s).

**This Extension does not apply to:**

- 51.1. **valuable papers and records**;
- 51.2. fine arts; including paintings, etchings, pictures, tapestries and other bona fide works of art such as valuable rugs, statuary, marbles, bronzes, antique furniture, books, antique silver, manuscripts, porcelains, glass and bric-a-brac, that are rare, are of historical value or that are of artistic merit.

**Office business contents** means generally all contents usual to the Insured's business including computer equipment, furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than **building** or **stock**.

**Valuable Papers and Records** means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts and electronically stored records.

#### 52. PEAK SEASON INCREASE

The amount of Insurance for Contents insured under this Policy shall be automatically increased by 25% to provide for seasonal variations. However, this increase shall not apply unless the amount of insurance for Contents is 100% or more of the Insured's average monthly values for the 12 months immediately preceding the latest effective date, or in the event the Insured has been in business for less than 12 months, such shorter period of time.

#### 53. PRECIOUS METALS

Notwithstanding exclusion 1.6. Money, Precious Metals and Securities, of the Building and/or Contents - Broad Form, this Form is extended to cover bullion, platinum, or other precious metals or alloys used for commercial, professional or industrial purposes in the business of the Insured.

#### 54. PROPERTY IN TRANSIT

This Form is extended to cover insured property while in transit, other than unscheduled tools, anywhere in the world, for any one loss caused by an insured peril.

Loading and Unloading

Coverage is extended to include direct physical loss or damage to insured property while being loaded or unloaded from a vehicle.

Additional Conditions:

- 54.1. coverage during loading shall not attach until the insured property is in the custody of the Insured or a common carrier or contract carrier for the purpose of transport;
- 54.2. coverage during unloading shall cease when the insured property leaves the custody of the Insured or a common carrier or contract carrier.

#### 55. PROPERTY LEASED, RENTED OR LOANED

Notwithstanding exclusion 1.10. of the Building and/or Contents - Broad Form, this Form is extended to cover insured property while leased, rented, loaned or entrusted to others for a period not exceeding thirty (30) days. This Extension of coverage is not applicable to commercial businesses whose main source of income consists of leasing property to other individual or entities.

#### 56. REMOVAL

If any of the insured property is necessarily removed from the **premises** to prevent loss of or damage to or further loss of or damage to such property, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 60 days only, or for the unexpired term of the policy if less than 60 days, insure the property removed and any property remaining at the **premises** in the proportions which the value of the property in each of the locations bears to the value of the property in them all.

## 57. ROADWAYS, WALKWAYS AND PARKING LOTS

This Form is extended to cover loss or damage to roadways, walkways, parking lots, other exterior paved surfaces, retaining walls or permanently installed landscape structures on the **premises** outside the **building**.

## 58. SYSTEM SOFTWARE ERASURE

In the event that:

58.1. electronic recordings, upon which production machinery or inventory control systems at the **premises** are dependent, or

58.2. electronic recordings of **data** pertaining to the movable property of others stored or transported by the insured;

are disturbed or erased by artificial electric or magnetic currents, this Form is extended to cover the extra expense necessarily incurred to reprogram or replace such recordings.

### Limit of Insurance

The maximum amount of insurance under this Extension during any one annual policy period shall not exceed in the aggregate, the amount of insurance specified in the Summary of Coverages for this Extension under Section 3.

### No coverage is provided for:

58.3. Errors or omissions in **data** entry or programming.

58.4. Damage caused by computer viruses, malware or any form of malicious code.

Clause 2.16., **Data Exclusion**, provided under the Building and/or Contents - Broad Form, does not apply to the coverage provided by this Extension.

## 59. UNSCHEDULED TOOL FLOATER

This Form is extended to cover loss of or damage to unscheduled portable tools caused by an insured peril.

## 60. WAREHOUSEMAN'S LEGAL LIABILITY

This Form is extended to cover the liability imposed by law upon the Insured as a warehouseman for direct physical loss of or damage to property of others while at the locations described on the Declaration Page(s).

In addition to this amount, the Insurer will pay expenses incurred for defence costs and related expense, and any accrued interest after entry of judgment upon that part of the judgment which is within the applicable amount of Insurance.

### This Extension does not insure:

60.1. any liability assumed by the Insured beyond the liability imposed by law in the absence of a contract or agreement;

60.2. the loss of perishable merchandise caused by or resulting from a partial or total electrical failure of a refrigeration or heating system.

# SPECIAL PROVISIONS

## The Special Provisions Section of the BUILDING AND/OR CONTENTS - BROAD FORM, is amended as follows:

Section 5. Basis of Valuation, is deleted and replaced by the following:

## 5. BASIS OF VALUATION - REPLACEMENT COST

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

5.1. unsold **stock**: the **replacement cost** of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;

5.2. sold **stock**: the selling price after allowance for discounts;

5.3. obsolete or used **stock**: on the basis of actual cash value;

5.4. property of others in the custody or control of the Insured for the purpose of performing work upon it: the amount for which the Insured is liable, but not exceeding the **actual cash value** at the time and place of loss or damage plus allowance for labour and materials expended to such time;

5.5. tenant's improvements:

5.5.1. if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but not exceeding the replacement cost of the tenant's improvements at the time and place of loss or damage;

5.5.2. if not repaired or replaced with due diligence and dispatch, that portion of the original cost of the lost or damaged tenant's improvements which the unexpired term of the lease at the time of loss or damage bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease;

5.6. business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):

5.6.1. the cost of blank materials for reproducing the records; and

5.6.2. the costs of labour to transcribe or copy the records when there is a duplicate;

5.7. **buildings**: Loss shall be settled on the basis of **replacement cost**;

5.8. all other insured property under this Form and for which no more specific conditions have been set out: the **replacement cost** at the time and place of loss or damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality;

5.9. glass including any lettering, ornamentation or burglar alarm foil thereon, shall be settled on the basis of **replacement cost**, including:

5.9.1. repairing or replacing frames immediately encasing and contiguous to such damaged glass when necessary;

5.9.2. installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;

5.9.3. removing or replacing any obstruction, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation;

5.10. patterns, dies, moulds: **replacement cost**, only if they have been used in production within 24 months from the time of loss or damage.

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

5.11. Replacement cost means whichever is the least of the cost of replacing, repairing, constructing or reconstructing the property on the same site with new property of like kind and quality and for like occupancy without deduction for depreciation. Wherever in this coverage the Insurer agrees to make settlement on the basis of replacement cost, such agreement shall only apply subject to the following provisions:

5.11.1. replacement shall be effected by the Insured with due diligence and dispatch;

5.11.2. settlement on a replacement cost basis shall be made only when replacement has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such replacement;

5.11.3. any other insurance effected by or on behalf of the Insured in respect of the insured perils under this policy on the property to which this clause is applicable shall be on the basis of replacement cost as defined herein;

5.11.4. this clause applies separately to each items listed on the Declaration Page(s);

5.11.5. failing compliance by the Insured with any of the above provisions, settlement shall be made on the basis of actual cash value.

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

#### Exclusions

##### **This clause does not apply to:**

5.11.6. paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac or other articles of art, rarity or antiquity;

5.11.7. business records, including those which exist on electronic or magnetic media (other than pre-packaged software program);

5.11.8. any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law;

5.11.9. property that is obsolete or that has not been maintained in good or workable condition.

5.12. Any coinsurance calculation shall be based on a valuation of **replacement cost**.

The following clauses are added to the Special Provisions:

## **9. NOTICE OF CANCELLATION/TERMINATION AMENDMENT**

### **Applicable to policies for provinces and territories other than Québec**

Except for: (i) cancellations for non-payment of premium, and/or (ii) a written notice of termination personally delivered to the Insured, the number of day notice by the Insurer as stated in the Notice of Cancellation or Termination clause(s) contained in this policy is amended to 60 days.

### **Applicable to Québec policies**

It is agreed that the 30-day prior cancellation notice, provided under paragraph 28.2 of the CANCELLATION Section under the General Conditions form to which this wording is attached, is increased from 30 to 60 days, and that therefore paragraph 28.2 now reads as follows:

#### **28. THIS POLICY MAY BE CANCELLED AT ANY TIME:**

28.2. By the Insurer giving written notice to each of the Named Insured, at their last known address, at least 15 days before the effective date of cancellation by reason of non payment of premium or 60 days before the effective date of cancellation for any other reason. Cancellation takes effect 15 or 60 days after receipt of the written notice, depending upon the reason for cancellation. The Named Insured is entitled to a refund of the excess premium actually paid over the pro-rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

## **10. TERRITORIAL LIMITS**

Except as otherwise provided, this Form only covers property within Canada and the United States of America.

## **11. WAIVER OF DEDUCTIBLE FOR A MAJOR LOSS**

Except for covered loss or damage caused by earthquake, sewer back-up, flooding and any other type water damage, the deductible limit stated on the Declaration Page(s) does not apply if the amount of the indemnity is higher than \$250,000.

**All other terms and conditions of the policy remain unchanged.**



# BUSINESS INTERRUPTION EXTENSION 2.0

## SUMMARY OF COVERAGES

Item	Extensions of Coverage	Amount of Insurance per occurrence (\$)
1.	Contingent Loss of Income – Contributing/Recipient Property	25,000
2.	Contingent Loss of Income – Neighbouring premises	25,000 or 90 days (highest amount)
3.	Extra Expenses	50,000
4.	Fines, Damages or penalties for Breach of Contract	25,000
5.	Interruption by Civil Authority	30 days
6.	Mortgage Rate Guarantee	50,000
7.	Newly Acquired Property	90 days
8.	Off-Premises Service Interruption	100,000
9.	Product Research & Development Business Income Extension	25,000
10.	Professional Fees	10,000
11.	Tenant's Leasehold Interest – Rents	50,000

The Coverages and Limits of Insurance shown under the Summary of Coverages in this Form only apply if a Business Interruption Insurance Form is attached to this policy.

Certain words and phrases in bold font have special meaning as defined in the DEFINITIONS Section contained in the Form to which this Form is attached.

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

In the event that coverage provided under any Extension in this Form is more specifically and separately insured elsewhere in this policy, then only the relevant Extension with the highest limit shall apply.

In addition, if the Limit of Insurance specified in the Summary of Coverages in this Form and the Limit of Insurance shown on the Declaration Page(s) are different, the highest limit will apply.

The following Extensions are subject to all terms, conditions, exclusions, stipulations and provisions applicable to the Business Interruption Insurance Form attached to this policy, unless stated otherwise.

### 1. Contingent Loss of Income – Contributing/Recipient Property

This Form is extended to cover loss of business income resulting from the necessary interruption of or interference with the business of the Insured caused by direct physical loss or direct physical damage by an insured peril occurring during the term of the policy to property situated:

- 1.1. at the premises of a recipient property, being property to which the Insured's products are being shipped, which wholly or partially prevents the acceptance of products produced or sold by the Insured; or
- 1.2. at the premises of a contributing property, being a supplier(s) of materials to the Insured, which wholly or partially prevents the delivery of materials to the Insured, excluding:
  - 1.2.1. public utility suppliers such as electricity or gas; or
  - 1.2.2. cable, satellite or other communications suppliers;
- 1.3. at the premises of the provider of internet access services to the Insured, which wholly prevents the transmission of data.

This Extension applies only to contributing/recipient properties situated in Canada or in the United States of America.

### 2. Contingent Loss of Income – Neighbouring premises

This Form is extended to cover loss of business income resulting from interruption of or interference with the business in consequence of direct physical loss or direct physical damage by an insured peril to property on the same premises, or in neighbouring premises to the Insured, that prevents or hinders the use of or access to the **premises** or property of the Insured, whether the Insured's **premises** or property are damaged or not.

The amount payable under this Extension shall be the highest of the amount of insurance stated in the Summary of coverages or the amount of loss of income incurred for the number of days specified in this Summary of coverages.

### 3. Extra Expenses

This Form is extended to cover **extra expenses** necessarily incurred by the Insured during the **restoration period** to maintain, as much as possible, the **normal** activities of the business after an insured loss affecting the **buildings** or their **contents**.

This Extension includes the actual loss as insured by this Form during the period of time, not exceeding thirty (30) days, while access to the **premises** is prohibited by order of civil authority as a direct result of damage to neighbouring premises by an insured peril.

**The following expenses are not covered under any circumstances:**

- 3.1. loss of income;
- 3.2. extra expense in excess of that necessary to continue as nearly as practicable the **normal** conduct of the Insured's business;
- 3.3. cost of repairing or replacing damaged property, except cost in excess of the **normal** cost of such repairs or replacements necessarily incurred to reduce the total amount of **extra expenses**.

**Extra expenses** means the excess (if any) of the total cost during the **restoration period** for the purpose of continuing the Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss occurred. This will include the cost of using the property of others, or other similar and necessary emergency expenses. Any salvage value of such property remaining after resumption of **normal** operations shall be taken into consideration in the adjustment of an insured loss.

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

**Restoration period** means the period of restoration, commencing with the date of the loss and not limited by the expiration date of this policy, as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property as may be destroyed or damaged.

### 4. Fines, Damages or penalties for Breach of Contract

This Form is extended to cover such sums the Insured shall be legally liable to pay in discharge of fines, damages or penalties incurred solely for late or non-completion of orders in consequence of direct physical loss of or damage to Insured property from an insured peril.

### 5. Interruption by Civil Authority

This Form is extended to cover loss of business income during the period of time, not exceeding 30 days, while access to the **premises** is prohibited by order of civil authority, but only when such order is given as a direct result of direct physical loss of or damage to neighbouring premises by an insured peril.

### 6. Mortgage Rate Guarantee

This Form is extended to cover the increase in mortgage cost required as a result of direct physical loss of or damage to a **building** by an insured peril where loss or damage to such **building** is deemed to be total, and where the mortgagor at the time of the loss closes the existing mortgage, requiring a new mortgage at a higher, competitive rate of interest.

The new mortgage must be the same term, amortization, and interest rate option of the previous mortgage.

Indemnity shall be based on the difference between the mortgage rate in effect on the date of the loss and the new mortgage rate, based on the outstanding mortgage balance.

This Extension will continue:

- 6.1. for the duration of the existing mortgage period in effect at the time of the loss, until its expiry; or
  - 6.2. until the Insured relinquishes title or interest in the **building**; or
  - 6.3. for a period not exceeding 60 months;
- whichever occurs first.

This coverage shall have full force and effect only if loss of or damage to the **building** is deemed to be total, and settlement of partial losses shall be made as if this Extension had not been in effect.

### 7. Newly Acquired Property

This Form is extended to cover loss of business income due to direct physical loss of or damage to any newly acquired **buildings** or **contents** by an insured peril, and that are owned, rented or controlled by the Insured, in Canada or the United States of America.

This coverage attaches at the time of the acquisition and extends:

- 7.1. for the number of days shown in the Summary of coverages; or
  - 7.2. to the date of endorsement to this policy adding such location; or
  - 7.3. until the expiry date of this policy;
- whichever occurs first.

### 8. Off-Premises Service Interruption

This Form is extended to cover loss of business income arising from the interruption of business resulting from the direct physical loss of or damage to **stock** on the **premises** caused by a change of temperature or dampness or dryness of atmosphere, provided that such loss or damage results directly from an insured peril to off-**premises** public utility generating plants, switching stations, substations, transformers and pumping stations, including underground transmission lines and pipes, that generate and supply electricity, water, gas or steam to the insured property.

Such damaged apparatus must be located within 100 kilometres of the location specified on the Declaration Page(s).

This coverage does not insure loss or damage arising from loss of or damage to overhead electrical transmission or distribution lines (or their supporting structures) that are off the **premises**.

This Extension of coverage shall apply only if the off-**premises** service interruption exceeds 24 consecutive hours. The Insured shall then be eligible to indemnity from the beginning of the service interruption.

### 9. Product Research & Development Business Income Extension

This Form is extended to cover loss of business income arising from a delay in the introduction of a new product or enhancement of an existing product, caused by direct physical loss of or damage from an insured peril to insured property that is directly related to the research and development of such products.

#### **10. Professional Fees**

This Form is extended to cover necessary and reasonable fees that the Insurer will pay to auditors, accountants, architects, surveyors, engineers or other professional consultants for producing or certifying particulars or details of the Insured's business that are required by the Insurer in the event of a claim.

This Extension applies only to such fees incurred in establishing the amount of a loss, liability for which is otherwise accepted by the Insurer.

This Extension of coverage does not apply to the fees and cost of public adjusters.

#### **11. Tenant's Leasehold Interest – Rents**

If, as a result of direct physical loss of or damage to insured property from an insured peril, the landlord terminates the lease in accordance with the conditions of the lease, this Extension to cover the difference between the higher rent at the new premises and the rent stipulated in the prior lease for:

11.1. the unexpired term of the prior lease; or

11.2. twenty-four (24) months from the date of loss;

whichever time period is shorter.

The difference shall be calculated on the basis that the new premises are of similar size, condition and location without allowances for improvement.

# COMMERCIAL PROPERTY POLICY CONDITIONS

(Applicable to all provinces except Alberta, British Columbia, Manitoba, Saskatchewan, Nunavut, Northwest Territories, Yukon and Quebec)

The following Commercial Property Policy Conditions and Additional Conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy (including fire). If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

Certain words and phrases in bold font have special meaning as defined in the DEFINITIONS Section in the forms to which this Commercial Property Policy Conditions wording is attached.

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

## 1. Misrepresentation

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

## 2. Property of Others

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

## 3. Change of Interest

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

## 4. Material Change

Any change material to the risk and within the control and knowledge of the Insured voids the contract as to the part affected by the change, unless the change is promptly notified in writing to the Insurer or its local agent. The Insurer, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium. 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.

## 1. Termination

(1) This contract may be terminated,

(a) by the Insurer giving to the Insured written notice of termination at least:

- (i) five days before the effective date of termination if personally delivered;
- (ii) fifteen days before the effective date of termination if the contract is terminated by registered mail for non payment of premium; or
- (iii) thirty days before the effective date of termination if the contract is terminated by registered mail for any other reason.

(b) by the Insured at any time on request.

(2) When this contract is terminated by the Insurer,

- (a) the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, subject to any minimum retained premium specified; and
- (b) the refund shall accompany the notice, unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) When this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order or cheque payable at par.

(5) The fifteen and thirty days mentioned in clauses (1)(a)(ii) and (iii) of this condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

### Special condition applicable to Condominium Corporations:

In those jurisdictions where provincial legislation under which the **Condominium Corporation** is constituted prescribes different policy termination conditions from those contained in the Statutory Conditions or General Conditions of this policy as the case may be, such prescribed conditions shall apply.

## 2. Requirements After Loss

(1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,

(a) immediately give notice of the loss or damage in writing to the Insurer;

(b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,

- (i) giving a complete inventory of the lost or damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
- (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
- (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,

- (iv) showing the amount of other insurances and the names of other Insurers,
  - (v) showing the interest of the Insured and of all others in the property with particulars of all mortgages, liens, encumbrances and other charges upon the property,
  - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
  - (vii) showing the place where the insured property was located at the time of loss or damage;
  - (c) if required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;
  - (d) if required and if practicable, produce accounts, warehouse receipts, stock lists, invoices and other pertinent records, verified by statutory declaration, as well as any relevant contracts or agreements with others.
- (2) The evidence furnished under clauses (1) (c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

### 3. 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.

### 4. Who May Give Notice and Proof

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

### 5. Salvage

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

### 6. Entry, Control, Abandonment

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

### 7. Appraisal

In the event of disagreement as to the value of the insured property or the value of the property saved or the amount of the loss, 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 for one is made in writing and until proof of loss has been delivered.

### 8. 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.

### 9. Replacement

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

### 10. Action

Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one year after the loss or damage occurs.

### 11. Notice

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

## Additional Conditions

### I. 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 Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

### II. Sue and Labour

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

### III. Basis of Settlement

Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

### IV. Subrogation

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

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

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

#### Special condition applicable to Condominium Corporations

Except with respect to criminal act or intentional acts or vehicle impact, the Insurer agrees with the Insured to waive its right of subrogation as to any claim against:

- the Condominium Corporation, its Directors, Property Managers, agents and employees; and
- the owner of a unit and, if residents of the household of the owner of a unit, his or her spouse, the relatives of either and any other person under the age of 21 in the care of an owner of a unit or his or her spouse. Spouse means a person who is married to or has entered into a civil union with another person of the opposite or the same sex and is living with that person for at least three years or for at least one year if a child was born or adopted of their union.

Independent contractors shall not be considered agents or employees of the Condominium Corporation, its Directors, Property Managers, or of the unit owners

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

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

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

**V. Examination Under Oath**

In the event of loss or damage to the insured property, the Insured shall submit to examination under oath or warrant to the truth and shall produce all documents required by the Insurer and shall permit copies thereof to be made.

**VI. Canadian Currency Clause**

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

**VII. Contribution**

If, on the happening of any loss or damage to property in consequences of which a claim is or may be made under this Policy, there is in force more than one contract covering the same interest, the liability of the Insurer under this Policy shall be limited to its proportionate share of such claim.

**VIII. Verification of Values**

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

**IX. Breach of Condition**

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

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

**Special condition applicable to Condominium Corporations:**

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Policy, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition.

It is further agreed that this insurance shall not be prejudiced by:

- (a) any act or neglect of any occupants or owners of the building or any part thereof when such act or neglect is not within the control of the **Condominium Corporation**, or
- (b) failure of the **Condominium Corporation** to comply with any warranty or condition herein with regard to any portion of the **premises** over which the **Condominium Corporation** has no control.

**X. Reinstatement**

Unless specified otherwise in this policy, losses hereunder shall not reduce the amount of insurance of this policy.

**XI. Loss Payable**

**Special clause applicable to Condominium Corporations**

Loss, if any, shall be payable in accordance with the provisions of the provincial legislation under which the **Condominium Corporation** is constituted. If the legislation has no such provisions, loss, if any, shall be payable as stated on the Declaration Page(s).

**XII. Property of Others - Condominiums**

**Special condition applicable to Condominium Corporations**

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

**General Insuring Agreement Applicable To This Policy**

1. In consideration of the premium specified and the statements contained in the Declaration Page(s) and the conditions, stipulations and declarations contained in the Forms and Endorsements, the Insurer agrees to insure the Insured named in the Declaration Page(s) to the extent provided by the Forms and Endorsements for the policy period.

By acceptance of this policy, the Insured acknowledges the cancellation from the effective date of this policy, of any previous policy (or the renewal thereof) which is stated in the Declaration Page(s) as replaced.

**2. TERMINATION**

Notwithstanding anything contained to the contrary in the Conditions specifically applying to each section of this policy, the Termination condition of the Commercial Property Policy Conditions of this policy may at the Insurer's option be applied to the contract entirely.

**3. DEFINITION**

Wherever the word policy, contract (meaning the insurance contract) or insurance (meaning the insurance contract) is used in the Conditions applicable to this policy or in the Forms and Endorsements forming part thereof, such word shall be held to apply only to the specific cover provided by that Section and by the Forms and Endorsements forming part thereof.

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

**Standard Mortgage Clause (Approved by The Insurance Bureau of Canada)**

It is hereby provided and agreed that:

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

PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO THE MORTGAGEE'S 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.

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

2. **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.
3. **WHO MAY GIVE PROOF OF LOSS** – In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
4. **TERMINATION** – The term of this Mortgage Clause coincides with the term of the policy; Provided always that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.
5. **FORECLOSURE** – Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.
- SUBJECT TO THE TERMS OF THE MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

### Clause type relative aux garanties hypothécaires (approuvée par le Bureau d'Assurance du Canada)

1. **VIOLATIONS DU CONTRAT** – Ne sont pas opposables aux créanciers hypothécaires les actes, négligences ou déclarations des propriétaires, locataires ou occupants des biens assurés, notamment en ce qui concerne les transferts d'intérêts, la vacance ou l'occupation, ou l'affectation des lieux à des fins plus dangereuses que celles déclarées.

Les créanciers hypothécaires sont tenus d'aviser l'Assureur (si ce dernier leur est connu) dès qu'ils sont au courant de toute inoccupation ou vacance de plus de trente jours consécutifs, de tout changement dans les droits de propriété ou de toute aggravation du risque, à charge pour eux d'acquitter, sur demande raisonnable, les surprime afférentes aux aggravations dépassant les normes d'acceptation fixées pour le présent contrat et cela au tarif établi à cet égard et pour la durée du contrat restant à courir à compter du début des aggravations en question.

1. **SUBROGATION** – À concurrence des indemnités versées par lui aux créanciers hypothécaires, l'Assureur est subrogé dans les droits de ces derniers contre les débiteurs ou propriétaires auxquels il se croit justifié d'opposer un motif de non-garantie, les créanciers hypothécaires n'en demeurant pas moins en droit de recouvrer le solde de leurs créances avant que la subrogation ci-dessus puisse être exercée. L'Assureur se réserve cependant le droit d'acquitter les créances intégralement, auquel cas il a droit au transfert de celles-ci et de toutes les sûretés les garantissant.
2. **PLURALITÉ D'ASSURANCES** – Si d'autres assurances sont, à quelque titre que ce soit, acquises aux créanciers hypothécaires, les indemnités qu'ils peuvent en recevoir doivent être prises en ligne de compte pour la détermination des sommes qui leur sont payables.
3. **PRÉSENTATION DES DEMANDES D'INDEMNITÉ** – En cas d'absence ou incapacité de l'Assuré, ou s'il refuse ou néglige de présenter les déclarations de sinistre ou formulaires de demandes d'indemnité exigées par le contrat, ces déclarations peuvent en être faites par les créanciers hypothécaires dès qu'ils sont au courant des sinistres, les formulaires de demande devant dès lors être produits par eux dans les meilleurs délais.
4. **CESSATION** – Les effets de la présente clause prennent fin en même temps que le contrat, sous réserve des droits de résiliation dont l'Assureur peut se prévaloir aux termes de ce dernier, et à charge pour l'Assureur de se conformer aux dispositions de l'article 5 des Conditions légales, et de donner aux créanciers hypothécaires le préavis exigé de toute résiliation ou modification pouvant leur causer préjudice.
5. **SAISIE** – Si les créanciers hypothécaires ou leurs ayants droit acquièrent, par saisie ou autrement, les titres ou les droits de propriété des biens assurés, ils ont droit dès lors au bénéfice de la présente assurance tant qu'elle demeure en vigueur.

Aux conditions ci-dessus (lesquelles doivent par ailleurs prévaloir en ce qui concerne les intérêts des créanciers hypothécaires contre toutes celles du contrat en conflit avec elles), les sinistres sont payables directement aux créanciers hypothécaires ou à leurs ayants droit.

### Cancellation Agreement

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

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

### Résiliation

Ceci est pour attester que l'assuré, et la personne ayant droit à toute partie du montant de garantie où applicable, nommé, dans le contrat accuse réception que le présent contrat est résilié à partir de \_\_\_\_\_ 20\_\_\_\_ à 0h 01 heure normale à l'adresse du proposant.

Signature de l'assuré: \_\_\_\_\_

# DIFFERENCE IN CONDITIONS, DEDUCTIBLE AMOUNTS AND LIMITS OF INSURANCE

This endorsement changes the policy. Please read it carefully.

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

This endorsement supersedes and replaces any other Difference in Conditions endorsement that has been attached to and that has formed part of this policy.

1. Except as provided under paragraph 2. below and notwithstanding any contrary provisions in this policy, the coverage granted by this policy shall not be more restrictive than the coverage in force at the expiration of the immediately preceding policy term, subject to the following conditions:
  - 1.1. **Difference in Coverage**  
In the event that the coverage provided in the Forms attached to the present policy is more restrictive than the coverage provided in the directly equivalent Forms in force at the expiration of such preceding policy term, the latter shall take precedence;
  - 1.2. **Difference in Deductible Amounts**  
If the deductible amount applicable to one of the Forms attached to the present policy is higher than the deductible amount applicable to the directly equivalent Form in force at the expiration of such preceding policy term, the latter shall take precedence;
  - 1.3. **Difference in Limits of Insurance**  
In the event a limit of insurance specified for an Extension of coverage included in one of the Forms attached to the present policy is lower than the limit of insurance specified for the directly equivalent Extension of coverage included in the Form in force at the expiration of such preceding policy term, the latter shall take precedence.
2. This coverage does not apply to amendments made to this policy:
  - 2.1. at the request of the Insured;
  - 2.2. that are required by law; or
  - 2.3. for which specific notice has been given to the Insured or broker.
3. This coverage shall be applicable for a period of twenty four consecutive months following the effective date of the first renewal to which this present endorsement is attached. At expiration of this twenty four month period, this endorsement shall be null and void.

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



## ADDITIONAL INSURED – ENDORSEMENT

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

Attached to and forming part of The Commercial General Liability Form to which this Endorsement is attached.

Section II – **Who is an Insured**, is amended to include the following:

2. The following is also an Insured:

The person or organization named in the Declarations but only with respect to liability arising out of the operations or premises of the Named Insured, "the Named Insured's product" or "the Named Insured's work".

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

## LIMITED FUNGI OR SPORES – COVERAGE EXTENSION

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

Attached to and forming part of The Commercial General Liability Form to which this Endorsement is attached.

Section I, COMMON EXCLUSIONS – **Fungi or Spores**, does not apply to “bodily injury”, “property damage” or “personal injury” included in the “products-completed operations hazard” and which is not otherwise excluded by this Form;

Subject to the Each Occurrence and the Products - Completed Operations Aggregate Limit, the Fungi or Spores Liability Aggregate Limit is \$250,000 and is the most the Insurer will pay under this extension unless a higher Fungi or Spores Liability Aggregate Limit is shown in the Declarations.

Except as otherwise provided in this endorsement all terms and conditions of the Form to which this endorsement is attached shall remain unchanged.

# S.P.F. 6 (UNIFORM PROVINCES) SUPPLEMENTARY NON-OWNED AUTOMOBILE LIABILITY POLICY

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This insurance applies only when a Limit of Insurance is indicated on the Declarations.

The limits, terms, provisions and conditions of the above policy are superseded by those of the sub-joined policy so far as they are appropriate to the indemnity herein provided.

Whereas an application has been made by the Applicant (hereinafter called the Insured) to the Insurer for a contract of automobile Insurance and the said application forms part of this contract of insurance and is as follows:

### APPLICATION

1. Full Name and Postal Address of the Applicant (including County or District) As per Declarations								Insured is As per Declarations (state whether individual, partnership, corporation, municipality or estate)						
2. Policy Period		As per Declarations								12:01 A.M. Local Time at the Applicant's Postal Address.				
3. The automobiles in respect of which insurance is to be provided are those not owned in whole or in part by, nor licensed in the name of the applicant, used in the applicant's business of: As per Declarations														
4. The applicant's partners, officers, employees and agents as of the date of the application are as follows:														
Location	Partners, Officers and Employees who regularly use automobiles not owned by the Applicant in his business						All other Partners, Officers and Employees			All Applicant's Agents				
	Class "A1" Private Passenger			Class "A2" Commercial			Class "B"			Class "C"				
	Number	Rate	Premium	Number	Rate	Premium	Number	Rate	Premium		Rate	Premium		
As known to the Insured	COVERED		INCLUDED	To be reported if any		To be determined	To be reported if any		To be determined	To be reported if any		To be determined		
5. "Hired Automobiles" – The Automobiles hired by the applicant are as follows:														
Type of Automobile				Estimated Cost of Hire			Rates per \$100 of Cost to Hire			Advance Premium				
COVERED – TO BE REPORTED IF ANY										INCLUDED				
<i>The advance premium is subject to adjustment at the end of the policy period as provided in the policy.</i>														
6. "Automobiles operated under contract" on behalf of the applicant are as follows:														
Type of Automobile				Estimated Contract Cost			Rates per \$100 of Contract Cost			Advance Premium				
COVERED – TO BE REPORTED IF ANY										INCLUDED				
<i>The advance premium is subject to adjustment at the end of the policy period as provided in the policy.</i>														
7. This application is made for insurance against the perils mentioned in this item and upon the terms and conditions of the Insurer's corresponding standard policy form and for the following Specified Limit.											Combined Premiums			
Insuring Agreement			Section A Third Party Liability											
Perils		Legal Liability for Bodily Injury to or Death of any person or damage to property of others not in the care, custody or control of the applicant.												
Limit		\$ As per Declarations		(Exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.										
Endorsements		As per Declarations								\$ Included				
Minimum Retained Premium		\$ As per Declarations						Total Premium			\$ Included			
8. Has any Insurer cancelled, declined or refused to renew or issue, automobile insurance to the applicant within three years preceding this application? If so, state name of Insurer. NO														
9. State particulars of all accidents or claims arising out of the use or operation in his business of non-owned automobiles by the applicant within the three years preceding this application.														
Injury to Persons						Damage to Property of Others								
NONE						NONE								
10. All the statements in this application are true and the applicant hereby applies for a contract of automobile insurance to be based on the truth of the said statements.														
11. Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the insured contravenes a term of the contract or commits a fraud; or (c) the insured wilfully makes a false statement in respect of a claim under the contract, a claim by the insured is invalid and the right of the insured to recover indemnity is forfeited.														

## INSURING AGREEMENT

Now, Therefore, in Consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated

### SECTION A – THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from

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

Provided always the Insurer shall not be liable under this policy:

- (a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- (b) \* for any liability imposed upon any person insured by this policy:
  - (1) by any workmen's compensation law; or
  - (2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
- (c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement; or
- (d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- (e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

\* Not applicable in the Province of Ontario.

### ADDITIONAL AGREEMENTS OF INSURER

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

- (1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement or any resulting claims, as may be deemed expedient by the Insurer; and
- (2) to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- (3) to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- (4) in case the injury be to a person, reimburse any person insured by this policy for outlay, for such medical aid as may be immediately necessary at the time of such liability; and
- (5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in section A of Item 7 of the application; and
- (6) not set up any defence to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

### AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured by this policy

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

### GENERAL PROVISIONS AND DEFINITIONS

#### 1. ADDITIONAL INSURED

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

#### 2. TERRITORY

This policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

#### 3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

#### 4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

#### 5. TWO OR MORE AUTOMOBILES

When two or more automobiles are insured hereunder the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

#### 6. PREMIUM ADJUSTMENT

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

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

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated

therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

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

## STATUTORY CONDITIONS FOR NON-OWNED AUTOMOBILE

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

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

*NOTE: All of the Statutory Conditions contain the above wording, however,*

- *in all of the Provinces and Territories using these standard, approved forms, only Statutory Conditions 1, 8 and 9 are made applicable to accident benefits insurance and uninsured motorist insurance where it is provided by the contract.*
- *in the Northwest Territories the definition of "insured person" must be read as containing in addition the words "and includes any person to whom benefits may be payable under the accident benefits set out in the Schedule to the Insurance Ordinance."*

### 1. MATERIAL CHANGE IN RISK:

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

*Note: In Prince Edward Island Statutory Condition 1, sub-conditions 2 and 3 are identical with the above quoted Statutory Condition relating to material change in risk.*

### 2. PROHIBITED USE BY INSURED:

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

### PROHIBITED USE BY OTHERS

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

### 3. REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY:

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

### 4. REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE:

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

(b) until the Insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

**(4) EXAMINATION OF INSURED**

The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his or her possession or control that relate to the matters in question, and he or she shall permit extracts and copies thereof to be made.

**(5) INSURER LIABLE FOR CASH VALUE OF AUTOMOBILE**

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

**(6) REPAIR OR REPLACEMENT**

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

**(7) NO ABANDONMENT; SALVAGE**

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

**(8) IN CASE OF DISAGREEMENT**

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

**5. INSPECTION OF AUTOMOBILE:**

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

**6. TIME AND MANNER OF PAYMENT OF INSURANCE MONEY:**

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

**(2) WHEN ACTION MAY BE BROUGHT**

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

**(3) LIMITATIONS OF ACTIONS**

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

*Note: In Yukon Territory, Northwest Territories and New Brunswick, the one year limitation period in subcondition (3) should read "2 years".*

*In the case of Nova Scotia, Newfoundland and Prince Edward Island, subcondition (3) reads as follows:*

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

**7. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM:**

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

**8. TERMINATION:**

(1) This contract may be terminated,

(a) by the Insurer giving to the Insured

(i) 30 days' written notice of termination by registered mail;

(ii) 5 days' written notice of termination personally delivered;

(iii) 15 days' written notice of termination by registered mail when cancelling for non-payment of premium;

(b) by the Insured at any time on request.

(2) Where this contract is terminated by the Insurer,

(a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired term be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order or cheque payable at par.

(5) The thirty days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

*Note: In the Northwest Territories, paragraph (a) of subcondition 1. has the following words added:*

*"and by notifying the registrar of motor vehicles as required by the Vehicles Ordinance".*

**9. 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 her or by registered mail addressed to him or her at his or her latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

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

## O.E.F.98B

### REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES ENDORSEMENT (FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO. 6)

**1. Purpose of this endorsement:**

This endorsement alters the coverage provided by this policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased.

**2. How the policy coverage is changed:**

- The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile **for a period of not more than 30 days** in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).
- The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.
- Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease and lessee are used as equivalent to rented, rent and renter.

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



# LIABILITY CONDITIONS

Throughout this Form the word "Insured" refers to the Named Insured shown in the Declarations. The word "Insurer" refers to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS of Liability Insurance form attached to this policy.

If this policy is subject to the Civil Code of Quebec, reference to Quebec Civil Code (CcQ) articles is for easier reading only and should not be construed as exact quotations.

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

## SECTION I: LIABILITY CONDITIONS – ALL PROVINCES

### 1. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligation under this policy.

### 2. CANADIAN CURRENCY CLAUSE

All limits of insurance, premiums and other amounts are in Canadian currency.

### 3. CHANGES (CcQ 2405)

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

### 4. DUTIES IN THE EVENT OF OCCURRENCE, OFFENCE, CLAIM OR ACTION (CcQ 2504, 2470 and CcQ 2471)

a. The Named Insured must see to it that the Insurer is notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offence took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offence.

b. If a claim is made or "action" is brought against any Insured, the Named Insured must:

- (1) Immediately record the specifics of the claim or "action" and the date received; and
- (2) Notify the Insurer as soon as practicable.

The Named Insured must see to it that the Insurer receives written notice of the claim or "action" as soon as practicable.

c. The Named Insured and any other involved Insured must:

- (1) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
- (2) Authorize the Insurer to obtain records and other information;
- (3) Cooperate with the Insurer in the investigation or settlement of the claim or defence against the "action"; and
- (4) Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.

### 5. EXAMINATION OF THE NAMED INSURED'S BOOKS AND RECORDS

The Insurer may examine and audit the Named Insured's books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### 6. INSPECTIONS AND SURVEYS

a. The Insurer has the right to:

- (1) Make inspections and surveys at any time;
- (2) Give the Named Insured reports on the conditions the Insurer finds; and
- (3) Recommend changes.

b. The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations the Insurer may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

### 7. LEGAL ACTION AGAINST THE INSURER

No person or organization has a right under this policy:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an Insured; but the Insurer will not be liable for "compensatory damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative.

Every action or proceeding against an Insurer for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

#### **8. OTHER INSURANCE (CcQ 2496)**

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers by this policy, the Insurer's obligations are limited as follows:

##### **a. Primary Insurance**

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

##### **b. Excess Insurance**

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "the Named Insured's work";
- (b) That is Fire insurance for premises rented to the Named Insured or temporarily occupied by the Named Insured with permission of the owner;
- (c) If the loss arises out of the maintenance or use of watercraft or "automobile" not otherwise excluded under this policy.

(2) Any other primary insurance available to the Named Insured covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which the Named Insured has been added as an additional insured by attachment of an endorsement.

##### **(3) Excess Insurance (Claims Made Form)**

If this Policy provides claims-made coverage, this insurance is excess over any of the other insurance (whether primary, excess, contingent or on any other basis) that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury", "property damage", "personal injury" or "advertising injury" on other than a claims-made basis.

When this insurance is excess, the Insurer will have no duty to defend the Insured against any "action" if any other insurer has a duty to defend the Insured against that "action". If no other insurer defends, the Insurer will undertake to do so, but the Insurer will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Insurer will pay only the Insured's share of the amount of the loss, if any, that exceeds the sum of:

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

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

##### **c. Method of Sharing**

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

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

#### **9. PREMIUM AUDIT**

a. The Insurer will compute all premiums for this policy in accordance with the Insurer's rules and rates.

b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period the Insurer will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

c. The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

#### **10. PREMIUMS**

The first Named Insured shown in the Declarations:

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

#### **11. REPRESENTATIONS (CCQ 2496)**

By accepting this policy, the Named Insured agrees:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations the Named Insured made to the Insurer; and
- c. The Insurer has issued this policy in reliance upon the Named Insured's representations.

#### **12. SEPARATION OF INSUREDS, CROSS LIABILITY**

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

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

#### **13. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE INSURER (CcQ 2474)**

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

#### **14. TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY (CcQ 2475 and 2476)**

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

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

## 15. PROVISIONAL PREMIUM

If the premium shown in this policy is a provisional premium, the Insurer will, at the end of each audit period, compute the earned premium for that period. Audit premiums are due and payable on notice to the Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, the Insurer will return the excess to the Named Insured subject to the retention of the minimum premium shown in the Declarations of this policy.

## SECTION II: LIABILITY CONDITIONS – ALL PROVINCES EXCLUDING ALBERTA, BRITISH COLUMBIA, MANITOBA AND QUEBEC

### TERMINATION

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b. The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
  - (1) 5 days before the effective date of termination if personally delivered;
  - (2) 15 days before the effective date of termination if the Insurer terminates for non-payment of premium; or
  - (3) 30 days before the effective date of termination if the Insurer terminates for any other reason.
- c. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.
- d. The policy period will end on the date termination takes effect.
- e. If this policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund. If the premium is provisional, a premium audit will take place as per **SECTION I, Paragraph 15 – Provisional Premium**.

## SECTION III: LIABILITY CONDITIONS – PROVINCE of QUEBEC

### 1. MATERIAL CHANGE IN RISK (ARTICLES 2466 AND 2467)

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

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

### 2. MISREPRESENTATION OR CONCEALMENT (ARTICLES 2410, 2411 AND 2466)

Any misrepresentation or concealment of relevant facts mentioned in **SECTION I Paragraph 11. Representations** and **SECTION III – Paragraph 1. Material Change in Risk** by the Applicant or the Insured nullifies the contract at the instance of the Insurer, even in respect to losses not connected with the risk so misrepresented or concealed.

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

### 3. WARRANTIES (ARTICLE 2412)

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

### 4. INTENTIONAL FAULT (ARTICLE 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect to those Insureds who have not committed an intentional fault.

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

### 5. RIGHT OF ACTION (ARTICLE 2502)

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

### 6. CANCELLATION (ARTICLES 2477 AND 2479)

This policy may be cancelled at any time:

- a. By any of the Named Insureds giving written notice. Termination takes effect upon receipt of the notice and the Insured shall be entitled to a refund of the excess of the premium actually paid over the short-term for the expired time. If the premium is provisional, a premium audit will take place as per **SECTION I, Paragraph 15 – Provisional Premium**.
- b. By the Insurer giving written notice to each Named Insureds at their last know address, at least:
  - (1) fifteen (15) days before the effective date of cancellation by reason of non payment of premium, or
  - (2) thirty (30) days before the effective date of cancellation by any other reason.Cancellation takes effect fifteen (15) or thirty (30) days after receipt of such notice, depending upon the reason for cancellation. The Named Insured is entitled to refund of the excess premium actually paid over the prorated premium for the expired time. If the premium is provisional, a premium audit will take place as per **SECTION I, Paragraph 15 – Provisional Premium**.
- c. Where one or more of the Named Insureds have been mandated to receive or sent the notices provided for under Paragraph **a.** or **b.** above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.
- d. In this Condition, the words "premium actually paid" means the premium actually paid by the Named Insured to the Insurer or its representative, but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

### 7. NOTICE

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

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

# COMMERCIAL GENERAL LIABILITY

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The words "Insured" and "Named Insured" mean any person or organization qualifying as such under SECTION II – WHO IS AN INSURED. The word "Insurer" refers to the company providing this insurance.

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

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

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when an Each Occurrence Limit is indicated in the Declarations.

#### 1. INSURING AGREEMENT

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "bodily injury" or "property damage" to which this insurance does not apply. The Insurer may, at the Insurer's discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
  - (1) The amount the Insurer will pay for "compensatory damages" is limited as described in SECTION III – LIMITS OF INSURANCE and is subject to the Deductible Clause shown in SECTION III – LIMITS OF INSURANCE; and
  - (2) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A, B or D or medical expenses under COVERAGE C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.
- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED and no "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim:
  - (1) Reports all or any part, of the "bodily injury" or "property damage" to the Insurer or any other Insurer;
  - (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### 2. EXCLUSIONS

This insurance does not apply to:

##### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of any Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### b. Contractual Liability

"Bodily injury" or "property damage" for which an Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":

- (1) That the Insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be "compensatory damages" because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defence has also been assumed in the same "insured contract"; and
  - (b) Such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.

##### c. Workers' Compensation and Similar Laws

Any obligation of the Named Insured under a workers' compensation, disability benefits or unemployment or employment compensation law or any similar law.

##### d. Employer's Liability

"Bodily injury" to an "employee" of the Insured arising out of and in the course of:

- (1) Employment by the Insured; or
- (2) Performing duties related to the conduct of the Insured's business.

This exclusion applies:

- (a) Whether the Insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury.

This exclusion does not apply to:

- i. Liability assumed by the Insured under an "insured contract"; or
- ii. A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or are required to be made by the Insured under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

**e. Automobile**

"Bodily injury" or "property damage" arising out of the use, ownership or operation of any "automobile" that is owned or operated by, on behalf of, rented or loaned to any Insured.

This exclusion also applies to any motorized snow vehicle or its trailers, except when being used by an Insured for the Named Insured's business, and any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

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

This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the Insured.
- (2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.
- (3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.

**f. Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any Insured of any watercraft that is owned, operated by, rented or loaned to any Insured.

Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned, operated by, rented or loaned to any Insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises the Named Insured owns or rents;
- (2) A watercraft the Named Insured does not own that is:
  - (a) Less than 8 metres long; and
  - (b) Not being used to carry persons or property for a charge.
- (3) "Bodily injury" to an "employee" of the Named Insured on whose behalf contributions are made by or are required to be made by the Named Insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

**g. Aircraft**

(1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any Insured of:

- (a) Any aircraft; that is owned, operated by rented or loaned to any Insured; or
- (b) Any air cushion vehicle that is owned, operated by rented or loaned to any Insured.

(2) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading and unloading" of any aircraft or air cushion vehicle.

**h. Damage to Property**

"Property damage" to:

- (1) Property that is owned or occupied by or rented to the Named Insured;
- (2) Premises the Named Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
- (3) Property held by the Named Insured for sale or entrusted to the Named Insured for storage or safekeeping;
- (4) Property being on premises that is owned or rented by the Named Insured for the purpose of having operations performed on such property by the Insured;
- (5) That particular part of property on which the Named Insured or any contractor or subcontractor working directly or indirectly on the Named Insured's behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "the Named Insured's work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "the Named Insured's work" and were never occupied, rented or held for rental by the Named Insured.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" included in the "products-completed operations hazard".

**i. Damage to the Named Insured's Product**

"Property damage" to "the Named Insured's product" arising out of such product or any part of such product.

If the Named Insured is in the business of selling, repairing or servicing "automobiles", this exclusion applies only if the "property damage" is caused by a defect existing at the time "the Named Insured's product" was sold or transferred to another.

**j. Damage to the Named Insured's Work**

"Property damage" to that particular part of "the Named Insured's work" arising out of it or any part of it and included in the "products-completed operations hazard" provided the cause of the "property damage" is a defect in "the Named Insured's work". This exclusion applies only to that part of "the Named Insured's work" that is defective.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Named Insured's behalf by a subcontractor.

**k. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "the Named Insured's product" or "the Named Insured's work"; or
- (2) A delay or failure by the Named Insured or anyone acting on the Named Insured's behalf to perform a contract or agreement in accordance with its terms.

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

**l. Recall of Products, Work or Impaired Property**

"Compensatory damages" claimed for any loss, cost or expense incurred by the Named Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "The Named Insured's product";

- (2) "The Named Insured's work"; or
  - (3) "Impaired property";
- if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- m. **Explosion, Vibration, Removal or Weakening of Support**
- "Property damage" arising out of:
- (1) The use of explosives for blasting;
  - (2) Vibration from pile driving or caisson work; or
  - (3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.
- This exclusion does not apply:
- (a) To "property damage" arising out of work performed on behalf of the Named Insured by any contractor or subcontractor;
  - (b) To "property damage" included within the "products-completed operations hazard".
- n. **Electronic Data**
- "Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".
- o. **Personal Injury and Advertising Injury**
- "Bodily injury" arising out of "personal injury" or "advertising injury".
- p. **Professional Services**
- "Bodily injury" (other than "incidental medical malpractice injury") or "property damage" due to the rendering of or failure to render by the Named Insured or on the Named Insured's behalf any professional service.
- This exclusion does not apply when the professional service is:
- (1) Performed by an architect or engineer in his or her capacity as an "employee" of the Named Insured and is an integral part of "the Named Insured's product" or "the Named Insured's work". This exemption does not provide coverage for "property damage" to "the Named Insured's product" or "the Named Insured's work".
  - (2) Designing or testing by an "employee" of "the Named Insured's product".
- q. **Abuse** – See COMMON EXCLUSIONS
- r. **Asbestos** – See COMMON EXCLUSIONS.
- s. **Fungi or Spores** – See COMMON EXCLUSIONS.
- t. **Nuclear Liability** – See COMMON EXCLUSIONS.
- u. **Pollution Liability** – See COMMON EXCLUSIONS.
- v. **Terrorism** – See COMMON EXCLUSIONS.
- w. **War Risks** – See COMMON EXCLUSIONS.

## COVERAGE B – PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

This insurance applies only when a Personal Injury and Advertising Injury Liability Limit is indicated in the Declarations.

### 1. INSURING AGREEMENT

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "personal injury" or "advertising injury" to which this insurance applies. The Insurer will have the right and duty to defend the Insured against any "action" seeking those "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "personal injury" or "advertising injury" to which this insurance does not apply. The Insurer may, at the Insurer's discretion, investigate any offence and settle any claim or "action" that may result. But:
  - (1) The amount the Insurer will pay for "compensatory damages" is limited as described in SECTION III – LIMITS OF INSURANCE and is subject to the Deductible Clause shown in SECTION III – LIMITS OF INSURANCE; and
  - (2) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A, B or D or medical expenses under COVERAGE C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.
- b. This insurance applies to "personal injury" and "advertising injury" caused by an offence arising out of the conduct of the Named Insured's business, but only if the offence was committed in the "coverage territory" and during the policy period.

### 2. EXCLUSIONS

This insurance does not apply to:

- a. **Material Published With Knowledge of Falsity**

"Personal injury" or "advertising injury" arising out of oral or written publication of material, if done by or at the direction of an Insured with knowledge of its falsity.

- b. **Material Published Prior To Policy Period**

"Personal injury" or "advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

- c. **Criminal Acts**

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of an Insured.

- d. **Contractual Liability**

"Personal injury" or "advertising injury" for which an Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the Insured would have in the absence of the contract or agreement.

- e. **Breach of Contract**

"Advertising injury" arising out of a breach of contract, except an implied contract allowing the use of another's advertising idea by the Named Insured.

- f. **Quality or Performance of Goods – Failure to Conform to Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any advertising statement of quality or performance made by the Named Insured.

- g. **Wrong Description of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services, including any claim or suit based upon comparative advertising or alleged, false, misleading, deceptive, fraudulent or misrepresentative advertising committed by the Named Insured.

h. **Infringement of Patent**

"Advertising injury" arising out of infringement of patent.

i. **Insureds in Media and Internet Type Businesses**

"Personal injury" or "advertising injury" committed by an Insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to:

- (a) False arrest, detention or imprisonment;
- (b) Malicious prosecution;
- (c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the Named Insured or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

j. **Interactive Websites, Electronic Chat Rooms, Interactive Forums or Bulletin Boards**

"Personal injury" or "advertising injury" arising out of an electronic interactive website, chat room interactive forum or bulletin board an Insured hosts, owns, or over which the Insured exercises control.

k. **Abuse** – see COMMON EXCLUSIONS

l. **Asbestos** – see COMMON EXCLUSIONS

m. **Fungi or Spores** – see COMMON EXCLUSIONS

n. **Nuclear Liability** – see COMMON EXCLUSIONS

o. **Pollution Liability** – see COMMON EXCLUSIONS

p. **Terrorism** – see COMMON EXCLUSIONS

q. **War Risks** – see COMMON EXCLUSIONS

## COVERAGE C – MEDICAL PAYMENTS

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

### 1. INSURING AGREEMENT

a. The Insurer will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises the Named Insured owns or rents;
- (2) On ways next to premises the Named Insured owns or rents; or
- (3) Because of the Named Insured's operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to the Insurer within one year of the date of the accident; and
- (c) The injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as the Insurer reasonably requires.

b. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in SECTION III – LIMITS OF INSURANCE. The Insurer will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. EXCLUSIONS

The Insurer will not pay expenses for "bodily injury":

a. **Any Insured**

To any Insured, except "volunteer workers".

b. **Hired Person**

To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.

c. **Injury on Normally Occupied Premises**

To a person injured on that part of premises the Named Insured owns or rents that the person normally occupies.

d. **Workers Compensation and Similar Laws**

To a person, whether or not an "employee" of any Insured, if benefits for the "bodily injury" are payable or must be provided under any workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. **Products – Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **COVERAGE A Exclusions**

Excluded under COVERAGE A.

## COVERAGE D – TENANTS' LEGAL LIABILITY

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

### 1. INSURING AGREEMENT

a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to the Named Insured or occupied by the Named Insured. The Insurer will have the



right and duty to defend the Insured against any "action" seeking "compensatory damages". However, the Insurer will have no duty to defend the Insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. The Insurer may, at the Insurer's discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

- (1) The amount the Insurer will pay for "compensatory damages" is limited as described in SECTION III – LIMITS OF INSURANCE and is subject to the Deductible Clause shown in SECTION III – LIMITS OF INSURANCE; and
- (2) The Insurer's right and duty to defend ends when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A, B or D or medical expenses under COVERAGE C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

b. This insurance applies to "property damage" only if:

- (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED and no "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed Insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.

d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED or any "employee" authorized by the Named Insured to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "property damage" to the Insurer or any other insurer;
- (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
- (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

## 2. EXCLUSIONS

This insurance does not apply to:

a. **Expected or Intended Injury**

"Property damage" expected or intended from the standpoint of any Insured.

b. **Contractual Liability**

"Property damage" for which an Insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the Insured would have in the absence of the contract or agreement.

c. **Abuse** – See COMMON EXCLUSIONS.

d. **Asbestos** – See COMMON EXCLUSIONS.

e. **Fungi or Spores** – See COMMON EXCLUSIONS.

f. **Nuclear Energy Liability** – See COMMON EXCLUSIONS.

g. **Pollution Liability** – See COMMON EXCLUSIONS.

h. **Terrorism** – See COMMON EXCLUSIONS.

i. **War Risks** – See COMMON EXCLUSIONS.

## COMMON EXCLUSIONS

This insurance does not apply to:

### 1. ABUSE

- a. Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an Insured, including the transmission of disease arising out of any act of "abuse".
- b. Claims or "actions" based on the Named Insured's practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- c. Claims or "actions" alleging knowledge by an Insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

### 2. ASBESTOS

"Bodily injury", "property damage" or "personal injury" related to or arising from any actual or alleged liability for any legal remedy of any kind whatsoever (including but not limited to damages, interest, mandatory or other injunctive relief, statutory orders or penalties, legal or other costs, or expenses of any kind) in respect of actual or threatened loss, damage, cost or expense directly or indirectly caused by, resulting from, in consequence of or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity.

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

### 3. FUNGI OR SPORES

- a. "Bodily injury", "property damage" or "personal injury" or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- b. any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

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

For the purpose of the following exception:

- (1) "Property damage" means physical injury to animals.
- (2) "Products-completed operations hazard" means all "bodily injury" and "property damage" that arises out of "the Named Insured's product" provided the "bodily injury" or "property damage" occurs after the Named Insured has relinquished physical possession "the Named Insured's product". This exclusion does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" arising directly or indirectly from "fungi" or "spores" that are found in or on, or are, "the Named Insured's product", and the Named Insured intends "the Named Insured's product" to be:

- (a) applied topically to; or
  - (b) ingested by;
- humans or animals.

#### 4. NUCLEAR ENERGY LIABILITY

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

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

#### 5. POLLUTION LIABILITY

- a. "Bodily injury", "property damage" or "personal injury" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
  - (1) Which occurred prior to the policy period shown in the Declarations;
  - (2) At, or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:
    - (a) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (b) "Bodily injury" or "property damage" for which the Named Insured may be held liable, if the Named Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Named Insured's policy as an additional insured with respect to the Named Insured's ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any Insured, other than that additional insured; or
    - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a "hostile fire";
  - (3) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (4) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (a) any Insured; or
    - (b) any person or organization for whom the Insured may be legally responsible; or
  - (5) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site, or location in connection with such operations by such Insured, contractor, or subcontractor. However, this subparagraph does not apply to:
    - (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the Named Insured or on the Named Insured's behalf by a contractor or subcontractor; or
    - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from, or fire extinguishing substances used to fight, a "hostile fire".
  - (6) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of "pollutants".
- b. Any fines or penalties assessed against or imposed upon any Insured arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".
- c. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

#### 6. TERRORISM

"Bodily injury", "property damage" or "personal injury" arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal injury".

#### 7. WAR RISKS

"Bodily injury", "property damage" or "personal injury" arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal injury".

### SUPPLEMENTARY PAYMENTS

- 1. The Insurer will pay, with respect to any claim the Insurer investigates or settles, or any "action" against an Insured that the Insurer defends:

- a. All expenses the Insurer incurs.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds.
- c. All reasonable expenses incurred by the Named Insured at the Insurer's request to assist the Insurer in the investigation or defence of the claim or "action", including actual loss of earnings because of time off from work.
- d. All costs taxed against the Named Insured in the "action".
- e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If the Insurer defends an insured against an "action" and an indemnitee of the Insured is also named as a party to the "action", the Insurer will defend that indemnitee if all of the following conditions are met:
  - a. The "action" against the indemnitee seeks "compensatory damages" for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the Insured;
  - c. The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the Insured in the same "insured contract";
  - d. The allegations in the "action" and the information the Insurer knows about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
  - e. The indemnitee and the Insured ask the Insurer to conduct and control the defence of that indemnitee against such "action" and agree that the Insurer can assign the same counsel to defend the Insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with the Insurer in the investigation, settlement or defence of the "action";
      - (b) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "action";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with the Insurer with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides the Insurer with written authorization to:
      - (a) Obtain records and other information related to the "action"; and
      - (b) Conduct and control the defence of the indemnitee in such "action".

So long as the above conditions are met, legal fees incurred by the Insurer in the defence of that indemnitee, necessary litigation expenses incurred by the Insurer and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the limits of insurance.

The Insurer's obligation to defend an Insured's indemnitee and to pay for legal fees and necessary litigation expenses as SUPPLEMENTARY PAYMENTS ends when:

- i. The Insurer has used up the applicable limit of insurance in the payment of judgments or settlements; or
- ii. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If the Named Insured is designated in the Declarations as:
  - a. An individual, the Named Insured and the Named Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner.
  - b. A partnership, limited liability partnership or joint venture, the Named Insured is an Insured. The Named Insured's members, the Named Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business.
  - c. A limited liability company, the Named Insured is an Insured. The Named Insured's members are also Insureds, but only with respect to the conduct of the Named Insured's business. The Named Insured's managers are Insureds, but only with respect to their duties as the Named Insured's managers.
  - d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, the Named Insured is an Insured. The Named Insured's "executive officers" and directors are Insureds, but only with respect to their duties as the Named Insured's officers or directors. The Named Insured's shareholders are also Insureds, but only with respect to their liability as shareholders.
  - e. A trust, the Named Insured is an Insured. The Named Insured's trustees are also Insureds, but only with respect to their duties as trustees.
2. Each of the following is also an Insured:
  - a. The Named Insured's "volunteer workers" or "employees", other than the Named Insured's "executive officers", but only with respect to acts performed on behalf of the Named Insured (if the Named Insured is an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or the Named Insured's managers (if the Named Insured is a limited liability company), but only with respect to acts performed on behalf of the Named Insured. However, none of these "employees" or "volunteer workers" is an Insured for:
    - (1) "Bodily injury", "personal injury" or "advertising injury":
      - (a) To the Named Insured, the Named Insured's partners or members (if the Named Insured is a partnership, limited liability partnership or joint venture), to the Named Insured's members (if the Named Insured is a limited liability company), to a co-"employee" but only with respect to acts performed on behalf of the Named Insured, or to the Named Insured's other "volunteer workers" but only with respect to acts performed on behalf of the Named Insured except with respect to "incidental medical malpractice injury";
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
      - (c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs (1)(a) or (b) above;
      - (d) Arising out of his or her providing or failing to provide professional health care services; or
      - (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.
    - (2) "Property damage" to property that is:
      - (a) Owned or occupied by; or
      - (b) Rented to or loaned to:
        - i. that "employee" or "volunteer worker"; or

- ii. any other "employee" or "volunteer worker" of the Named Insured; or
  - iii. any of the Named Insured's partners or members (if the Named Insured is a partnership, limited liability partnership or joint venture); or
  - iv. any manager (if the Named Insured is a limited liability company).
- b. Any person (other than the Named Insured's "employee" or "volunteer worker"), or any organization while acting as the Named Insured's real estate manager.
- c. Any person or organization having proper temporary custody of the Named Insured's property if the Named Insured dies, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until the Named Insured's legal representative has been appointed.
- d. The Named Insured's legal representative if the Named Insured dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this Form.
- e. The Named Insured's unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.
- f. Any person or organization under the Named Insured's management control and for which the Named Insured is responsible for arranging insurance, but only with respect to the Named Insured's premises, the Named Insured's operations, "the Named Insured's products" or "the Named Insured's work".
- g. Any person, firm or organization (other than an architect or engineering firm) for whom the Named Insured has contracted to provide liability insurance. Coverage under this provision is afforded as per the present policy terms, limits and conditions and only with respect to the Named Insured's premises, "the Named Insured's product" or "the Named Insured's work".
- 3. Any organization the Named Insured newly acquires or forms, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which the Named Insured maintains ownership or management control, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after the Named Insured acquires or forms the organization or the end of the policy period, whichever is earlier;
  - b. COVERAGES A and D do not apply to "bodily injury" or "property damage" that occurred before the Named Insured acquired or formed the organization; and
  - c. COVERAGE B does not apply to "personal injury" or "advertising injury" arising out of an offence committed before the Named Insured acquired or formed the organization.
- 4. No person or organization is an Insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- 5. Any breach of condition of this policy by any Named Insured shall not affect the protection given to any other Named Insured who does not have knowledge of such breach of condition.

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Insurer will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "actions" brought; or
  - c. Persons or organizations making claims or bringing "actions".
- 2. The General Aggregate Limit is the most the Insurer will pay for the sum of:
  - a. "Compensatory damages" under COVERAGE A, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - b. "Compensatory damages" under COVERAGE B; and
  - c. Medical expenses under COVERAGE C.
- 3. The Products-Completed Operations Aggregate Limit is the most the Insurer will pay under COVERAGE A for "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
  - a. "Compensatory damages" under COVERAGE A; and
  - b. Medical expenses under COVERAGE C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 5. Subject to 2. above, the Personal Injury and Advertising Injury Limit is the most the Insurer will pay under COVERAGE B for the sum of all "compensatory damages" because of all "personal injury" and "advertising injury" sustained by any one person or organization.
- 6. The Tenants' Legal Liability Limit is the most the Insurer will pay under COVERAGE D for "compensatory damages" because of "property damage" to any one premises.
- 7. Subject to 4. above, the Medical Payments Limit is the most the Insurer will pay under COVERAGE C for all medical expenses because of "bodily injury" sustained by any one person.

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

#### 8. DEDUCTIBLE

- a. The Insurer's obligation under Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on behalf of the Named Insured applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limit of insurance applicable to each "occurrence" for Property Damage Liability and any one premises for Tenants' Legal Liability coverage will be reduced by the amount of such deductible.
- b. The deductible amount applies as follows:
  - (1) Under COVERAGE A: To all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
  - (2) Under COVERAGE D, Tenants' Legal Liability to all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
- c. The terms of this insurance, including those in respect to:
  - (1) the Insurer's right and duty to defend any "action" seeking those "compensatory damages"; and
  - (2) the Named Insured's duties in the event of an "occurrence", claim or "action";
 apply irrespective of the application of the deductible amount.
- d. The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

## SECTION IV – DEFINITIONS

Whenever used in this Form and its endorsements:

1. **"Abuse"** means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" to which this insurance applies are alleged. "Action" includes:
  - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the Insured must submit or does submit with the Insurer's consent; or
  - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the Insured submits with the Insurer's consent.
3. **"Advertising injury"** means injury arising out of one or more of the following offences:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's products or services; or
  - b. Oral or written publication of material that violates a person's right of privacy; or
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
4. **"Automobile"** means a self-propelled land motor vehicle, trailer or semi-trailer that is required by law to be insured under a contract evidenced by a motor vehicle policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** means damages (including prejudgment interest) due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Coverage territory"** means:
  - a. Canada and the United States of America (including its territories and possessions);
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by the Named Insured in the territory described in a. above; or
    - (2) The activities of an insured person whose home is in the territory described in a. above, but is away for a short time on the Named Insured's business; and
    - (3) "Personal injury" or "advertising injury" offences that take place through the Internet or similar electronic means of communication provided the Insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in the territory described in a. above or in a settlement the Insurer agrees to in writing.
8. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
9. **"Employee"** includes a "leased worker" and a "temporary worker".
10. **"Executive officer"** means a person holding any of the officer positions created by the Named Insured's charter, constitution, by-laws or any other similar governing document.
11. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
12. **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom, or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens, or pathogens.
13. **"Hostile fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
14. **"Impaired property"** means tangible property, other than "the Named Insured's product" or "the Named Insured's work", that cannot be used or is less useful because:
  - a. It incorporates "the Named Insured's product" or "the Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. The Named Insured has failed to fulfil the terms of a contract or agreement;  
if such property can be restored to use by:
    - (1) The repair, replacement, adjustment or removal of "the Named Insured's product" or "the Named Insured's work"; or
    - (2) The Named Insured fulfilling the terms of the contract or agreement.
15. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:
  - a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
  - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;by first aid personnel at the time of an accident.
16. **"Insured contract"** means:
  - a. A contract for a lease of premises;
  - b. A sidetrack agreement;
  - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - d. Any other easement agreement;
  - e. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
  - f. An elevator maintenance agreement;
  - g. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by the Named Insured or by those acting on the Named Insured's behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.  
Paragraph g. does not include that part of any contract or agreement:
    - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
    - (2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
17. **"Leased worker"** means a person leased to the Named Insured by a labour leasing firm under an agreement between the Named Insured and the labour leasing firm, to perform duties related to the conduct of the Named Insured's business. "Leased worker" does not include a "temporary worker".

18. **"Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft or watercraft ;
- b. While it is in or on an aircraft or watercraft; or
- c. While it is being moved from an aircraft or watercraft to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft or watercraft.

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

20. **"Nuclear facility"** means:

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

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

21. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

22. **"Personal injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offences:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy; or
- f. Defamation of character.

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

24. **"Products-completed operations hazard"**

- a. Includes all "bodily injury" and "property damage" occurring away from premises the Named Insured owns or rents and arising out of "the Named Insured's product" or "the Named Insured's work" except:

(1) Products that are still in the Named Insured's physical possession; or

(2) Work that has not yet been completed or abandoned. However, "the Named Insured's work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in the Named Insured's contract has been completed.

(b) When all of the work to be done at the job site has been completed if the Named Insured's contract calls for work at more than one job site.

(c) When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

25. **"Property damage"** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

26. **"Radioactive material"** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;

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

28. **"Temporary worker"** means a person who is furnished to the Named Insured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

29. **"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.

30. **"The Named Insured's product"**

- a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) The Named Insured;

(b) Others trading under the Named Insured's name; or

(c) A person or organization whose business or assets the Named Insured has acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "the Named Insured's product"; and

(2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. **"The Named Insured's work"**

- a. Means:

(1) Work or operations performed by the Named Insured or on the Named Insured's behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "the Named Insured's work"; and

(2) The providing or failure to provide warnings or instructions.

32. **"Volunteer worker"** means a person who is not the Named Insured's "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by the Named Insured, and is not paid a fee, salary or other compensation by the Named Insured or anyone else for their work performed for the Named Insured.

## SECTION V – DESCRIPTION OF TERMS USED FOR PREMIUM BASES

1. **"Area"** means the square footage or square metres of the buildings to be insured excluding that portion of the basement used exclusively for storage or that portion of the premises used for heating or air conditioning plant purposes.
2. **"Cost of work"** means the total cost of all operations performed for the Named Insured during the Policy Period by independent contractors, including materials used or delivered for use by whomsoever supplied, except maintenance or ordinary alterations and repairs on premises owned or rented by the Named Insured.
3. **"Revenue"** means the gross amount of money charged for all work or services performed by or on behalf of the Named Insured or goods and products sold and distributed by the Named Insured or by others trading under the Named Insured's name during the Policy Period.
4. **"Payroll"** means the total earnings during the Policy Period for each owner, partner, "executive officer" or "employee". For Employer's Liability, payroll not to exceed \$5,000.00 for each owner, partner, "executive officer", or "employee" in any one policy year.
5. **"Cost"** means the total cost to any indemnitee, with respect to any contract which is Insured, of all work let or sublet in connection with each specific project, including the cost of all labour, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.
6. **"Standard Units"** means the unit of exposure to which the rates apply, and each article is designated (person, object or event), except litre which is per 1,000 litres.

## IMPORTANT

The notice below applies to insurance contracts containing non-automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the various Provincial Regulators/Superintendents of Insurance.

## NOTICE TO INSURED

Pursuant to the

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENT ACT, S.C. 2000, c.5.

LEGAL AUTHORITY FOR COLLECTION.

PRINCIPAL PURPOSE FOR WHICH PERSONAL INFORMATION IS INTENDED TO BE USED:

Information collected by Insurers from Insureds or supplied to Insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used to monitor trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to the various Provincial Regulator/Superintendents of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

QUESTIONS RELATING TO THE COLLECTION MAY BE ADDRESSED TO EITHER:

Intact Insurance Company

Privacy Officer

700 University Avenue, Suite 1500

Toronto, Ontario,

M5G 0A1

Telephone No. 1-866-941-5094

OR

Provincial Regulator or Superintendent of Insurance in your Province.

**CONDOMINIUM CORPORATION DIRECTORS' AND OFFICERS'  
LIABILITY FORM (CLAIMS MADE)**

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Various provisions in this Form restrict coverage. Read the entire Form carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning as defined in **SECTION VI, DEFINITIONS**.

## SECTION I - COVERAGE

In consideration of the payment of premium in reliance upon the representations made to the Insurer during the process of obtaining this insurance and subject to the Limit of Insurance shown in the Declarations and all the exclusions, limitations, definitions, conditions and other terms of this Form, the Insurer agrees with the "organization" as follows:

### 1. Insuring Agreement

- a. To pay on behalf of any "Insured" "loss" which such "Insured" shall become legally obligated to pay, except for such "loss" for which the "organization" shall indemnify such "Insured", because of any "claim" or "claims" made during the "policy period" against any "Insured", individually or collectively, for a "wrongful act" which occurs during the "policy period" and within the "coverage territory".
- b. To pay on behalf of the "organization" all "loss" which the "organization" shall be required or permitted by the applicable law and any by-laws to indemnify the "Insured" because of any "claim" or "claims" made during the "policy period" against any "Insured", individually or collectively, for a "wrongful act" which occurs during the "policy period" and within the "coverage territory".

### 2. Extensions

#### a. Extension of Insurance

The "Insured" and the "organization" shall be entitled to an extension of insurance granted by this Form in respect of any "wrongful act" which occurs prior to the "policy period" if "claim" or "claims" are made during the "policy period" and provided:

- (1) that the "Insured", at the effective date of the insurance had no knowledge of, and could not reasonably foresee, any circumstances which might result in a "claim"; and
- (2) that there is no other insurance applicable to such "wrongful act".

#### b. Estates and Legal Representatives

This Form is extended to cover "loss" sustained as a result of any "claim" arising from a "wrongful act" of any "Insured" made against the estates, heirs, legal representatives or assigns of any "Insured" who is incompetent, insolvent or bankrupt.

#### c. Optional Extension Period

If this Form is cancelled or not renewed by the Insurer for any reason other than non-payment of premium, the "organization" has the right to an Optional Extension Period of 365 days following the effective date of cancellation or non-renewal. However, coverage during the Optional Extension Period shall only apply to "claims" made in respect of "wrongful acts" committed prior to such effective date.

The Optional Extension Period does not increase the Limit of Insurance.

### 3. Defence - Settlement - Supplementary Payments

As respects insurance afforded by this Form, the Insurer shall defend any "claim" against any "Insured" alleging any "wrongful act" which is covered by this Form even if such "claim" is groundless, false or fraudulent, but the Insurer may make such investigation, negotiation and settlement of any "claim" as it deems expedient. The Insurer shall not be obligated, however, to pay any "claim" or judgment or to defend any suit after the Limit of Insurance has been exhausted by payments of "loss".

The "organization" and its directors and officers will not, except at their own cost, voluntarily admit liability, make a payment, assume any obligation or incur any expense without the Insurer's consent, such consent not to be unreasonably withheld.

If a "claim" made against an "Insured" involves both covered and not covered allegations and/or parties, the "organization" and the Insurer shall use their best efforts to agree upon a fair and proper allocation of costs.

### 4. Exclusions

The Insurer shall not be liable to make payment for "loss" in connection with any "claim" made against any "Insured":

- a. for
  - (1) any actual or alleged bodily injury, sickness, disease or death of any person; or
  - (2) any actual or alleged damage to, destruction of, or loss of use of any tangible property.
- b. for claims made against the "Insured" for "wrongful acts" known to any "Insured":
  - (1) before the effective date of this insurance; or
  - (2) if this policy is part of a series of consecutive renewals issued by the Insurer, before the effective date of the first policy issued by this Insurer.
- c.
  - (1) which arises out of or would not have occurred in whole or in part but for the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" at any time;
  - (2) for any "loss", cost or expense arising out of any:
    - (a) request, demand or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants";
    - (b) "claim" or action by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, decontaminating, stabilizing, remediating, neutralizing, or in any way responding to, or assessing the effects of "pollutants"."Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, odour, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- d. based upon or attributable to any "wrongful act" in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provisions of such insurance.
- e. based upon or arising out of:
  - (1) any "Insured" gaining any personal profit or advantage to which they were not legally entitled;
  - (2) the receipt by any "Insured" of remuneration to which they were not legally entitled; or
  - (3) any dishonest, fraudulent or criminal act or omission however, any "Insured" shall be protected for "claim" brought against such "Insured" by reason of alleged dishonesty on the part of such "Insured", unless a judgment or other final adjudication adverse to such "Insured" shall establish that acts of active and deliberate dishonesty committed by such "Insured" with actual dishonest purpose and intent were material to the cause of action so adjudicated.Note: Any "wrongful act" pertaining to any "Insured" shall not be imputed to any other person for the purpose of determining the applicability of this Exclusion e.
- f.
  - (1) for liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;

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

As used in this Form:

- (1) The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of radioactive material.
- (2) The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.
- (3) The term "nuclear facility" means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium, and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
- (4) The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this Form other than above stated.

- g. due to war, invasion, or act of foreign enemy.
- h. for:
  - (1) erasure, destruction, corruption, misappropriation, misinterpretation of "data"; or
  - (2) erroneously creating, amending, entering, deleting or using "data"; and any loss of use arising therefrom.
- i. arising out of the distribution or display of "data", by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data".
- j. arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "claim".
- k.
  - (1) or any other cost, "loss" or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
  - (2) any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, "fungi" or "spores"; or
  - (3) any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the "loss", damage or activity referred to in (1) or (2) above.

This exclusion applies regardless of the cause of the "loss" or damage, other causes of the "loss", damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the "loss", damage, expenses or costs.
- l. for any actual or alleged liability whatsoever for any "loss" or "losses", damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "loss", damage, cost or expense.

## SECTION II - LIMIT OF INSURANCE

The Limit of Insurance shall be the maximum aggregate amount payable in addition to "Costs, Charges and Expenses" for all "Loss" sustained during the "Policy Period"

## SECTION III - CONDITIONS - ALL PROVINCES

### 1. Warranty and Severability Clause

- a. The application for this Form is considered as part of this Form, which is issued based upon the statements contained in the application and in reliance on any other material submitted to the Insurer.
- b. In the event that material misrepresentations have been made within the application, then insurance provided under this Form shall be void and of no effect.
- c. This Form is a severable contract or series of contracts with each "Insured". This does not increase the Limit of Insurance shown in the Declarations.

### 2. Canadian Currency Clause

All Limits of Insurance, premiums and other amounts as expressed in this Form are in Canadian currency.

### 3. False or Fraudulent Claims

If any "Insured" of the "organization" shall make any "claim" under this Form knowing the same to be false or fraudulent, this insurance shall become null and void and all rights hereunder of the "Insured" and the "organization" shall be forfeited.

### 4. Insured's Duties in the Event of "Loss"

If during the "policy period" or during the Optional Extension Period any "claim" is made against any "Insured", the "organization" or the "Insured" shall, as a condition precedent to their right to be indemnified under this Form:

- (1) give written notice to the Insurer containing particulars sufficient to identify the "Insured" and the "organization", and provide full information with respect to the time, place and circumstances of the event complained of, and the names and addresses of the claimants and of available witnesses, as soon as practicable;
- (2) immediately forward to the Insurer any writ, notice of action, statement of claim, letter, document or advice received by them or their representative;
- (3) co-operate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of "claims" and in enforcing any right of contribution or indemnity against any person or organization which may be liable to the "Insured" because of "loss" with respect to which insurance is afforded under this Form and attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;
- (4) not voluntarily make any payment, assume any obligation or incur any expense, except at their own cost.

### 5. Subrogation

In the event of any payment under this Form, the Insurer shall be subrogated, to the extent of such payment, to all the rights of recovery of the "Insured" and the "organization" against any person, and the "Insured" or the "organization" shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of the "Insured" or the "organization". The "Insured" or the "organization" shall do nothing after loss to prejudice such rights.

### 6. Assignment:

This insurance may not be assigned without the Insurer's consent.

### 7. Changes:

The "Insured" and the "organization" are not authorized to make changes to this Form without the Insurer's consent. The Form's terms can be amended or waived only by endorsement issued by the Insurer, and made part of this Form.

### 8. Legal Action Against the Insurer:

No person or organization has a right under this Form:

- a. To join the Insurer as a party or otherwise bring the Insurer into an action asking for compensatory damages from an "Insured"; or
- b. To sue the Insurer under this Form unless all of its terms have been fully complied with.

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

### 9. Notice to Insureds:

All "Insureds" hereunder agree that the "organization" is authorized to act on behalf of all "Insureds" with respect to the settlement of "claims", the giving and receiving of notice of cancellation, receiving any returned premium that becomes payable under this Form and the receipt of any payment which may be due.

### 10. Notification:

- a. In the event of a "claim", notice must be given to the Insurer as soon as practicable.
- b. If during the "policy period", any "Insured" or the "organization" become aware of a "wrongful act" which they believe will lead to a "claim", notice must be given to the Insurer as soon as practicable. Any "claim" arising out of such "wrongful act" shall then be deemed to have been made during the "policy period". Such notice must state why it is believed that a "claim" will be made.

### 11. Other Insurance:

If other valid and collectible insurance is available to the "Insured" for a "Loss" the Insurer covers under this Form, the Insurer's obligations are limited as follows:

- a. As this insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this Form's Limit of Insurance, the Insurer will pay only the Insurer's share of the amount of the "loss", if any, that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the "loss" in the absence of this insurance: and
  - (2) The total of all deductible and self-insured amounts under this or any other insurance.
- b. The Insurer will have no duty under this Form to defend any "claim" or action that any other Insurer has a duty to defend. If no other Insurer defends, the Insurer may undertake to do so, but the Insurer will be entitled to the "Insured's" and the "organization's" rights against all other Insurers.

### 12. Premium Audit

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

## SECTION IV - CONDITIONS - ALL PROVINCES EXCLUDING QUEBEC

### 1. Termination

- a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to the Insurer advance written notice of termination.
- b. The Insurer may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
  - (1) 5 days before the effective date of termination if personally delivered;
  - (2) 15 days before the effective date of termination if the Insurer terminates for non-payment of premium; or
  - (3) 30 days before the effective date of termination if the Insurer terminates for any other reason.
- c. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.
- d. The policy period will end on the date termination takes effect.

- e. If this policy is terminated, the Insurer will send the first Named Insured any premium refund due. If the Insurer terminates, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if the Insurer has not made or offered a refund.

## SECTION V - CONDITIONS - PROVINCE of QUEBEC

### 1. Material Change in Risk (Articles 2466 and 2467)

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

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

### 2. Misrepresentation or Concealment (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in **SECTION III**, Paragraph 1. **Warranty and Severability Clause** and **SECTION V**, Paragraph 1. **Material Change in Risk** by the Applicant or the Insured nullifies the contract at the instance of the Insurer, even in respect to "losses" not connected with the risk so misrepresented or concealed.

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

### 3. Warranties (Article 2412)

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

### 4. Intentional Fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the "Insured's" intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect to those "Insureds" who have not committed an intentional fault.

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

### 5. Right of Action (Article 2502)

The Insurer may set up against the injured third person any grounds the Insurer could have invoked against the Named Insured at the time of loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right against the Named Insured in respect of facts that occurred after the loss.

### 6. CANCELLATION (Articles 2477 and 2479)

This policy may be cancelled at any time:

- a. By any of the Named Insureds giving written notice. Termination takes effect upon receipt of the notice and the Insured shall be entitled to a refund of the excess of the premium actually paid over the short-term for the expired time. If the premium is provisional, a premium audit will take place in accordance with **SECTION V.**, Paragraph 12 - **Premium Audit**.
- b. By the Insurer giving written notice to each Named Insureds at their last known address, at least:
  - (1) fifteen (15) days before the effective date of cancellation by reason of non payment of premium, or
  - (2) thirty (30) days before the effective date of cancellation by any other reason.Cancellation takes effect fifteen (15) or thirty (30) days after receipt of such notice, depending upon the reason for cancellation. The Named Insured is entitled to refund of the excess premium actually paid over the prorated premium for the expired time. If the premium is provisional, a premium audit will take place in accordance with **SECTION V.**, Paragraph 12 - **Premium Audit**.
- c. Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under Paragraph a. or b. above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.
- d. In this Condition, the words "premium actually paid" means the premium actually paid by the Named Insured to the Insurer or its representative, but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the "Insured".

### 7. NOTICE

Any notice to the Insurer may be sent by any recognized means of communications to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered or by mail addressed to him at his last known address. It is incumbent upon the sender to prove that such notice was received.

## SECTION VI - DEFINITIONS

Wherever used in this Form:

1. **"Claims"** means any judicial or administrative proceeding initiated against any "Insured" for damages or other relief.
2. **"Costs, Charges and Expenses"** means legal fees, and expenses incurred in defending, investigating or monitoring a "Claim" and appeals and the cost of appeal, attachment or similar bonds, excluding salaries and expenses of any "Insured".
3. **"Coverage territory"** means Canada or the United States of America (including its territories and possessions).
4. **"Data"** means representations of information or concepts in any form.
5. **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria 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.
6. **"Insured"**, either in the singular or plural, means:
  - a. any person who was, now is or shall be a duly elected or appointed director or officer of the "organization";
  - b. the estates, heirs, legal representatives or assigns of deceased persons who were directors or officers of the "organization";
  - c. the legal representatives or assigns of directors or officers of the "organization" in the event of their incompetency, insolvency or bankruptcy.
7. **"Loss"** means damages, judgments, settlements and "Costs, Charges and Expenses", excluding:
  - a. punitive or exemplary damages;
  - b. criminal or civil fines or penalties;
  - c. taxes other than those for which any "Insured" is personally liable under statute for non-remittances by the "Organization";
  - d. matters deemed uninsurable under law.

8. **"Organization"** means the condominium corporation named in the Declarations.
9. **"Policy Period"** means the period shown in the Declarations plus the Optional Extension Period if applicable.
10. **"Spores"** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
11. **"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.
12. **"Wrongful Act"** means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by any "Insured" while acting solely in their respective capacities as directors and officers of the "organization".

## **IMPORTANT**

The notice below applies to insurance contracts containing non-automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the various Provincial Regulators/Superintendents of Insurance.

## **NOTICE TO INSUREDS**

Pursuant to the

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENT ACT, S.C. 2000, c.5.

LEGAL AUTHORITY FOR COLLECTION.

PRINCIPAL PURPOSE FOR WHICH PERSONAL INFORMATION IS INTENDED TO BE USED:

Information collected by Insurers from Insureds or supplied to Insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used to monitor trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to the various Provincial Regulator/Superintendents of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

QUESTIONS RELATING TO THE COLLECTION MAY BE ADDRESSED TO EITHER:

Intact Insurance Company

Privacy Officer

700 University Avenue, Suite 1500

Toronto, Ontario,

M5G 0A1

Telephone No.1-866-941-5094

OR

Provincial Regulator or Superintendent of Insurance in your Province.