

BEACON UNDERWRITING LTD. PERSONAL CONTENTS IN STORAGE WORDING (2013)

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.

DEFINITIONS

“**You**” or “**Your**” means the person(s) named as Insured in the Declarations.

“**We**” or “**Us**” means the Insurance Company which is identified as the security on the Policy Declaration Page.

“**Business**” means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.

“**Business Property**” means property pertaining to a **business**, trade, profession or occupation.

“**Data**” means representations of information or concepts in any form.

“**Drug Operations**” means cultivation, harvesting, processing, manufacture, distribution or sale of cannabis (commonly known as marijuana) or any product derived from or containing cannabis or any substance falling within the Controlled Drugs and Substances Act, S.C. 1996, c. 19.

“**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 **spore(s)** or resultant mycotoxins, allergens, or pathogens.

“**Spore(s)**” includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

“**Storage Unit**” means: (a) a self-contained storage unit within a “Self-Storage Facility Premises” which is secured by the Insured’s own lock and key; (b) a portable self- storage container which is stored within or on a “Self-Storage Facility Premises” and which is secured by the Insured’s own lock and key.

“**Self- Storage Facility Premises**” means the entire area within the property lines at the location described on the Declaration Page.

“**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.

I. PROPERTY COVERAGE

This policy insures residential household property owned by you, or the residential household property of others for which you may be liable or have assumed liability for prior to a loss, while in storage within the “storage unit” leased or rented by the Named Insured at the described “Self- Storage Facility Premises”

INSURED PERILS

You are insured against ALL RISKS of direct physical loss or damage to the property from any external cause. Except as herein excluded.

PROPERTY EXCLUDED

This policy does not insure loss or damage to:

- (1) Motorized vehicles, trailers, camping units, truck caps or aircraft or their equipment (except for motorized wheelchairs or scooters having more than two wheels that are designed for the carriage of disabled people, watercraft, motorized lawn mowers, other gardening equipment or snow blowers);
- (2) Books of account, evidence of debtor title, securities, money, notes, bullion, jewelry, watches, precious stones, furs or garments trimmed with fur; explosives or ammunitions, wine, beer and spirits;
- (3) Numismatic property (such as coin collections);
- (4) Manuscripts and philatelic property (such as stamp collections)
- (5) Collectible cards (such as sports personality cards), sports memorabilia and comic book collections;
- (6) property illegally acquired, kept or stored, nor does it insure property seized or confiscated for breach of any law or by order of any public authority;
- (7) loss or damage to perishable goods of any nature, including but not restricted to food products and growing plants;
- (8) livestock , other animals, birds, fish, insects or reptiles;
- (9) Business property including samples, goods held for sale, books, tools and instruments pertaining to a business:
- (10) Data

PROPERTY WITH SPECIAL LIMITS OF INSURANCE

For the following types of property, we will not pay more than the stated limits for that part of any loss or damage which exceeds the deductible amount.

- (11) Utility Trailers (not used with watercraft) up to \$1,000 in all;
- (12) Watercraft, their trailers, furnishings, equipment, accessories and motors up to \$2,000 in all;
- (13) Garden tractors including attachments and accessories up to \$5,000 in all;
- (14) Golf carts including attachments and accessories up to \$5,000 in all;
- (15) Each bicycle, its equipment and accessories up to \$500 in all;
- (16) Spare automobile parts up to \$500 in all;
- (17) Computer hardware up to \$2,000 in all;
- (18) Computer software up to \$1,000 in all;
- (19) Audio and / or video recordings up to \$3,000 in all;
- (20) Silverware, silver-plated ware, goldware, gold-plated ware and pewter ware up to \$2,500 in all;

PERILS EXCLUDED

We will not be liable for loss or damage:

- (1) caused by flood, surface water spay, waves, tides, tidal waves, log or water-borne objects, all whether wind driven or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached thereto;
- (2) caused by water below the surface of the ground, including water which exerts pressure or flows, seeps or leaks through sidewalks, driveways, foundation walls, basement or other floors, or through doors, windows, or any other openings regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- (3) caused by or resulting from wear and tear, marring, scratching, gradual deterioration, vermin, rodents, mice, insects, inherent vice or latent defect, mechanical breakdown, electrical or electronic breakdown or disturbance, extreme of temperature, dampness of atmosphere, mould or contamination;
- (4) caused by rust, corrosion, wet or dry rot, fungi or spores, bacteria condensation, acid rain or contamination;
- (5) snow-slide, earthquake, landslide or any other earth movement, If any of these result in fire or explosion, we will pay only for the resulting loss or damage.
- (6) resulting from the intentional or criminal acts of, or the failure to act by (a) any person insured by this form (b) any other person at the direction of any person insured by this form;
- (7) caused by or resulting from failure by the Insured to use every reasonable means to save and preserve the property insured at and after time of loss;
- (8) due to shortage disclosed on taking inventory or unexplained mysterious disappearance;
- (9) as a result of the cost of making good faulty workmanship;
- (10) caused by smoke from agricultural smudging or industrial operations;
- (11) caused directly or indirectly, in whole or in part, by drug operations or by any activity or decision of a government agency or other entity to prevent, respond to or terminate drug operations regardless of any other cause or event that contributes concurrently or any sequence to the loss or damage;
- (12) to any property caused by the application of heat by any process, such as by an iron or blowtorch. But if a fire results, we will cover the resulting loss or damage;

DEDUCTIBLE CLAUSE

We are liable only for the amount by which the loss or damage caused by any of the perils insured against under the policy exceeds the amount of the deductible stipulated in the Declaration.

CO-INSURANCE

The insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the amount produced by multiplying the value (actual cash value or replacement cost as specified) of the property by the co-insurance percentage specified on the "Declaration Page" and failing to do so, shall only be entitled to recover 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.

This clause only applies where the total loss exceeds \$5,000.

BASIS OF SETTLEMENT

If "**Replacement Cost Included**" is stated on the Declaration Page we will pay on the basis of replacement cost for all personal property except:

- a) articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine art, paintings and statuary;
 - b) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
 - c) property that has not been maintained in good or workable condition;
 - d) property that is no longer used for its original purpose;
- for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lesser of:

- repairing the personal property with materials of similar kind and quality; or,
 - new articles of similar kind, quality and usefulness;
- without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

We will not pay more than the applicable limit under either the replacement cost or actual cash value basis for personal property described under "**Personal Property With Special Limits Of Insurance**".

Actual Cash Value

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and the normal life expectancy

II. COMMERCIAL GENERAL LIABILITY - OCCURRENCE BASIS

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

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

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

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. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS -COVERAGES A, B AND D. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". 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 SECTION III -LIMITS OF INSURANCE.
 - (2) The Insurer may investigate and settle any claim or "action" at our discretion; and
 - (3) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or Medical Expenses under Coverage C.
- (b) Compensatory damages because of "bodily injury" include compensatory damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- (c) "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it

2. Exclusions.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (b) "Bodily injury" or "property damage" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages:
 - (1) Assumed in a contract or agreement that is an "insured contract"; or
 - (2) That the Insured would have in the absence of the contract or agreement.
- (c) Any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (d) "Bodily injury" to an employee of the Insured arising out of and in the course of employment by the Insured.

This exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) 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:

- (i) To liability assumed by the Insured under an "insured contract"; or
- (ii) To employees on whose behalf contributions are made by or required to be made by the insured under the provisions of any workers compensation law.
- (e) (1) "Bodily injury" or "property damage" arising out of the ownership, use, operation or entrustment to others by or on behalf of any Insured of:
 - (i) Any "automobile";
 - (ii) Any motorized snow vehicle or its trailers;
 - (iii) Any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - (iv) Any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use, operation or entrustment to others of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
- (2) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect. This Exclusion (e) does not apply to "bodily injury" to an employee of the insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers' compensation law.

- (f) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.
This exclusion does not apply to:
- (1) A watercraft while ashore on premises the Named Insured owns or rents;
 - (2) A watercraft the Named Insured does not own that is:
 - (i) Less than 8 metres long; and
 - (ii) Not being used to carry persons or property for a charge;
 - (3) "Bodily injury" to an employee of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any workers' compensation law.
- (g) (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:
- (i) Any aircraft; or
 - (ii) Any air cushion vehicle.
- (2) "Bodily injury" or "property damage" arising out of the ownership, existence, use, operation or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- (h) "Property damage" to:
- (1) Property owned or occupied by or rented to the Insured;
 - (2) Premises the Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
 - (3) Property loaned to the Insured;
 - (4) Personal property in the Insured's care, custody or control;
 - (5) That particular part of real property on which the Insured or any contractor or subcontractor working directly or indirectly on the Insured's behalf is performing operations, if the "property damage" arises out of those operations; or
 - (6) That particular part of any property that must be restored, repaired or replaced because "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 Insured.
Paragraphs (3),(4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard"
- (i) "Property damage" to "the Named Insured's product" arising out of it or any part of it.
- (j) "Property damage" to "the Named Insured's work" arising out of it or any part of it and included in the "products-completed operations hazard".
This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Insured's behalf by a subcontractor.
- (k) "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 Insured or anyone acting on the 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) Any loss, cost or expense incurred by the 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) "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 to "property damage":
Arising out of work performed on behalf of the "Named Insured" by any contractor or sub-contractor;
Included within the "products-completed operations hazard"; or
Included within the "products-completed operations hazard"; or For which liability is assumed by the Insured under an "insured contract" as defined in SECTION V – DEFINITIONS, Item 6, sections (a), (b), (c), (d), (e) and (f) only.
- (n) Pollution Liability -See Common Exclusions.
- (o) Nuclear Liability -See Common Exclusions.
- (p) War Risks -See Common Exclusions.
- (q) Professional Liability -See Common Exclusions.

COVERAGE B. PERSONAL INJURY LIABILITY

This insurance applies only when a Personal Injury Limit is indicated on the Declarations page.

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" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS -COVERAGES A, B AND D. 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 SECTION III -LIMITS OF INSURANCE;
 - (2) The Insurer may investigate and settle any claim or "action" at our discretion; and
 - (3) The Insurer's right and duty to defend end when the Insurer have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- (b) This insurance applies to "personal injury" only if caused by an offence:
- (1) Committed in the "coverage territory" during the policy period; and
 - (2) Arising out of the conduct of the Named Insured's business, excluding advertising, publishing, broadcasting or telecasting done by or for the Named Insured.

2. Exclusions.

This insurance does not apply to "Personal Injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- (3) Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the Insured.
- (4) For which the 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.
- (5) Sustained by any person a result of an offence directly or indirectly related to the employment of such person by the Named Insured.
- (6) Arising out of Professional Liability – See Common Exclusions.

COVERAGE C. MEDICAL PAYMENTS

This insurance applies only when a Medical Expense 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:
 - (i) The accident takes place in the "coverage territory" and during the policy period;
 - (ii) The expenses are incurred and reported to the Insurer within one (1) year of the date of the accident; and
 - (iii) 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. The Insurer will pay reasonable expenses for:
- (1) First aid 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) To any Insured.
- (b) To a person hired to do work for or on behalf of any Insured or a tenant of any insured.
- (c) To a person injured on that part of premises the Named Insured owns or rents that the person normally occupies.
- (d) To a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law.
- (e) To a person injured while taking part in athletics.
- (f) The payment of which is prohibited by law.
- (g) Included within the "products-completed operations hazard".
- (h) Excluded under Coverage A.

COVERAGE D. TENANTS' LEGAL LIABILITY

This insurance applies only when a Tenants' Legal Liability Limit is indicated 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 "property damage" to which this insurance applies. No other obligation or liability

to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A,B AND D. This insurance applies only to "property damage" to structures or portions thereof including fixtures permanently attached thereto rented to the Named Insured or occupied by the Named Insured. This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". The Insurer will have the right and duty to defend any "action" seeking those compensatory damages but:

- (a) The amount the Insurer will pay for compensatory damages is limited as described in SECTION III -LIMITS OF INSURANCE;
- (b) The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
- (c) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B, D or Medical Expenses under Coverage C.

2. Exclusions.

This insurance does not apply to:

- (a) "Property damage" expected or intended from the standpoint of the Insured.
- (b) "Property damage" for which the Insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- (c) "Property damage" for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- (d) "Property damage" for the cost of making good:
 - (i) faulty or improper material;
 - (ii) faulty or improper workmanship;
 - (iii) faulty or improper design;provided, however, to the extent otherwise insured and not otherwise excluded under this policy, resultant "property damage" to the property is insured.
- (e) Pollution Liability -See Common Exclusions.
- (f) Nuclear Energy Liability -See Common Exclusions.
- (g) War Risks -See Common Exclusions.
- (h) Professional Liability -See Common Exclusions.

COMMON EXCLUSIONS – COVERAGES A, C AND D

This insurance does not apply to:

1. Nuclear Energy Liability

- (a) to liability imposed by or arising under the Nuclear Liability Act; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other Insurer or group or pool of Insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (1) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (2) the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (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 usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

- (a) The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- (b) The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- (c) The term "nuclear facility" means:
 - (i) 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;
 - (ii) any equipment or device designed or used for
 - (1) separating the isotopes of plutonium, thorium and uranium or any one or more of them,
 - (2) processing or utilizing spent fuel, or
 - (3) handling, processing or packaging waste;
 - (iii) 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;
 - (iv) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;
 - (v) 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.
- (d) 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.

2. War Risks

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

COMMON EXCLUSIONS – COVERAGES A, B, C AND D

This insurance does not apply to:

1. Pollution Liability

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

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

2. Professional Liability

- (a) "Bodily injury" (other than Incidental Medical Malpractice Injury) or "property damage" or "personal injury" due to the rendering of or failure to render any professional service which shall include but not be limited to
- (1) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (2) any service or treatment conducive to health or of a professional nature;
 - (3) any service including opinions or counselling;
 - (4) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - (5) the handling of deceased human bodies or performing autopsies thereon;
 - (6) any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical service or treatments;
 - (7) the preparation or approval of maps, drawings, plans, opinions, reports, surveys, change orders, designs or specifications;
 - (8) supervisory, inspection, architectural or engineering services;
 - (9) accountant's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
 - (10) any computer hardware or software servicing, programming or re-programming, data entry or data processing, consulting, advisory or related services; or
 - (11) any services meant to address any Electronic date recognition issues.
- (b) Incidental Medical Malpractice Injury means "bodily injury" arising out of the rendering of or failure to render, during the policy period, the following services
- (1) medical surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
 - (2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; by any Insured or any Indemnitee causing the Incidental Medical Malpractice Injury who is not engaged in the business or occupation of providing any of the services described in (1) and (2) above.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

The Insurer will pay, with respect to any claim or "action" 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 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 up to \$100 a day because of time off from work.
- (d) All costs taxed against the Insured in the "action" and any interest accruing after entry of judgement upon that part of the judgement which is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If 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 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) An organization other than a partnership or joint venture, 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 stockholders are also Insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
 - (a) The Named Insured's employees, other than the Named Insured's executive officers, but only for acts within the scope of their employment by the Named Insured but this insurance shall not apply to the liability of an employee of the Named Insured for:
 - (1) "Bodily injury" or "personal injury" to the Named Insured or to a co-employee while in the course of his or her employment; or
 - (2) "Bodily injury" or "personal injury" to any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law; or
 - (3) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (4) "Property damage" to property owned, occupied or used by or rented or loaned to, in the care, custody or control of or over which physical control is being exercised for any purpose by that employee, any of the Named Insured's other employees, the Named Insured or any of the Named Insured's partners or members (if the Named Insured is a partnership or joint venture).
 - (b) Any person (other than the Named Insured's employee), 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 policy.
3. No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations or added by endorsement hereon.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance stated 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 Aggregate Limit is the most the Insurer will pay under Coverage A for the sum of all compensatory damages arising out of the "products- completed operations hazard" in any one period of twelve months terminating on an anniversary of the inception date of the policy.
3. Subject to 2. above, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
 - (a) Compensatory damages under Coverage A and Coverage D; and
 - (b) Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4.
 - (a) If a deductible amount is shown in the Declarations, then subject to 3. above, the Insurer's obligation under Coverage A to pay as compensatory damages because of "bodily injury" or "property damage" applies only to the amount of compensatory damages in excess of the deductible amount stated in the Declarations. The limits of insurance applicable to each "occurrence" for "bodily injury" and "property damage" liability will be reduced by the amount of such deductible. The Aggregate Limit for such coverages shall not be reduced by the application of such deductible amounts.
 - (b) The deductible amount applies to all compensatory damages because of "property damage" sustained by any one person or organization as the result of any one "occurrence".
 - (c) The deductible amount in the Declarations specifies a deductible on a "per claim" or "per occurrence" basis. In the event of a "per claim" deductible, if more than one claim arises out of the same "occurrence", then the deductible amount shall be applied to each claim separately. In the event of a "per occurrence" deductible, then the deductible amount shall be applied once to each "occurrence" regardless of the number of claimants involved.
 - (d) If a reimbursement amount is shown in the Declarations, then subject to 3. above, the Insurer's obligation under Coverage A. to pay as compensatory damages because of "bodily injury" or "property damage" and as supplementary payments applies only to the amount of compensatory damages and supplementary payments in excess of the reimbursement amount stated in the Declarations. The limits of insurance applicable to each "occurrence" for "bodily injury" and "property damage" liability will be reduced by the amount of such deductible. The Aggregate Limit for such coverages shall not be reduced by the application of such deductible amounts.
 - (e) The Insured shall reimburse the Insurer up to the reimbursement amount shown in the Declarations with respect to all claims, legal fees and adjusting expenses combined in any one "occurrence," and the Insurer shall be liable only for loss, damage or expense in excess of that amount.

5. The Personal Injury Limit is the most the Insurer will pay under Coverage B for the sum of all compensatory damages because of all "personal injury" sustained by any one person or organization.
6. Subject to 3. above, the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
7. Subject to 3. above, 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.
 - (a) The Insurer's obligation under Coverage D, to pay as compensatory damages because of "property damage" applies only to the amount of compensatory damages in excess of the deductible amount stated in the Declarations. The limit of insurance applicable to any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible. The Aggregate Limit for such coverage shall not be reduced by the application of such deductible amount.
 - (b) The deductible amount applies to all compensatory damages because of "property damage" as the result of any one "occurrence".
8. The terms of this insurance, including those with respect to:
 - (a) the Insurer's right and duty to defend any "action" seeking those damages; and
 - (b) the duties of an Insured in the event of an "occurrence", claim or "action" apply irrespective of the application of the deductible amount.
9. 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.
10. All compensatory damages arising out of one lot of goods or products prepared or acquired by the Named Insured, or by another trading under his name, shall be considered as arising out of one "occurrence" as regards "bodily injury" and "property damage".

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**
Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of the Insurer's obligations under this policy.
2. **Canadian Currency Clause.**
All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.
3. **Cancellation.**
 - (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.
 - (b) The Insurer may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (i) Fifteen (15) days before the effective date of cancellation if the Insurer cancels for non-payment of premium; or
 - (ii) Thirty (30) days before the effective date of cancellation if the Insurer cancels for any other reason.
Except in Quebec, if notice is mailed, cancellation takes effect fifteen (15) or thirty (30) days after receipt of the letter by the post office to which it is addressed, depending upon the reason for cancellation.
In Quebec, the Insurer's notice of cancellation takes effect either fifteen (15) or thirty (30) days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for cancellation.
 - (c) The Insurer will mail or deliver the Insurer's notice to the first Named Insured's last mailing address known to the Insurer.
 - (d) The policy period will end on the effective date of cancellation.
 - (e) If this policy is cancelled, the Insurer will send the first Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.
 - (f) If notice is mailed, proof of mailing will be sufficient proof of notice.
4. **Changes.**
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. The terms of this policy may be amended or waived only by endorsement issued by the Insurer and made a part of this policy.
5. **Duties in the Event of Occurrence, Claim or Action.**
 - (a) The Named Insured must ensure that the Insurer is notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" took place; and
 - (2) The names and addresses of any injured persons and of witnesses.
 - (3) If a claim is made or "action" is brought against any Insured, the Named Insured must ensure that the Insurer receives prompt written notice of the claim or "action".

- (b) 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, settlement or defence of the claim or "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.
- (c) No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.

6. 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.

7. Inspections and Surveys.

The Insurer has the right but is not obligated to:

- (a) Make inspections and surveys at any time;
- (b) Give the Named Insured reports on the conditions the Insurer finds; and
- (c) Recommend any changes.

Any inspections, surveys, reports or recommendations 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.

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

8. 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 judgement against an 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 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 the Insurer shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this policy 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. Other Insurance.

If other valid and collectible insurance is available to the Insured for a loss the Insurer covers under Coverages A, B or D of 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 any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (1) That is Property Insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "the Named Insured's work" or for premises rented to the Named Insured; or
 - (2) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion (f) of Coverage A (Section 1).

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

When this insurance is excess over other 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 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.

10. 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 term is greater than the earned premium, the Insurer will return the excess to the first Named Insured subject to the retention of the minimum premium shown in the Declarations of this policy.
- (c) The first Named Insured must keep records of the information the Insurer needs for premium computation, and send the Insurer copies at such times as the Insurer may request.

11. Premiums.

The first Named Insured shown in the Declarations:

- (a) Is responsible for the payment of all premiums; and
- (b) Will be the payee for any return premiums the Insurer pays.

12. Representations.

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.

13. Separation of Insureds, Cross Liability.

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

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

14. Transfer of Rights of Recovery Against Others to The Insurer.

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.

15. Transfer of The Named Insured's Rights and Duties Under this Policy.

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.

SECTION V – DEFINITIONS

1. **"Action"** means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which the Named Insured must submit or submit with the Insurer's consent.
2. **"Automobile"** means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
3. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **"Coverage territory" means:**
 - (a) Canada and the Continental United States of America;
 - (b) International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - (c) All parts of the world if:
 - (1) The injury or damage arises out of:
 - (i) Goods or products made or sold by the Named Insured in the territory described in (a) above; or
 - (ii) The activities of a 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
 - (2) The Insured's responsibility to pay compensatory damages is determined in an "action" on the merits, in the territory described in (a) above or in a settlement the Insurer agrees to in writing.
5. **"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 fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - (i) The repair, replacement, adjustment or removal of "the Named Insured's product" or "the Named Insured's work"; or
 - (ii) The Named Insured's fulfilling the terms of the contract or agreement.

6. **"Insured contract"** means:
 - (a) A lease of premises;
 - (b) A sidetrack agreement;
 - (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - (d) Any other easement agreement;
 - (e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
 - (f) An elevator maintenance agreement; or
 - (g) That part of any other contract or agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another to pay compensatory damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
7. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
8. **"Personal Injury"** means injury, other than "bodily injury", arising out of one or more of the following offences:
 - (a) False arrest, detention or imprisonment;
 - (b) Malicious prosecution;
 - (c) Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - (d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - (e) Oral or written publication of material that violates a person's right of privacy.
9. **"Products-completed operations hazard"** 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:
 - (a) Products that are still in the Named Insured's physical possession; or
 - (b) Work that has not yet been completed or abandoned.

"The Named Insured's work" will be deemed completed at the earliest of the following times:

 - (1) When all of the work called for in the Named Insured's contract has been completed.
 - (2) When all of the work to be done at the site has been completed if the Named Insured's contract calls for work at more than one site.
 - (3) When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
10. **"Property damage"** means:
 - (a) Physical injury to tangible property, including all resulting loss of use of that property; or
 - (b) Loss of use of tangible property that is not physically injured.
11. **"The Named Insured's product"** means:
 - (a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) The Named Insured;
 - (2) Others trading under the Named Insured's name; or
 - (3) A person or organization whose business or assets the Named Insured has acquired; and
 - (b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"The Named Insured's product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.

"The Named Insured's product" does not include vending machines or other property rented to or located for the use of others but not sold.
12. **"The Named Insured's work"** means:
 - (a) Work or operations performed by the Named Insured or on the Named Insured's behalf; and
 - (b) Materials, parts or equipment furnished in connection with such work or operations.

"The Named Insured's work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) or (b) above.

SECTION VI – DESCRIPTION OF TERMS USED FOR PREMIUM BASES

1. "Area" means the square footage 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. "Receipts" means the gross amount of money charged by the Named Insured for such operations as are rated on a receipts basis during the policy period.
4. "Remuneration" means the total earnings during the policy period for each owner, partner, executive officer or employee.
5. "Sales" means the gross amount of money charged for all goods and products sold and distributed by the Named Insured or by others trading under his name during the policy period.

6. "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 sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due.

PRODUCTS-COMPLETED OPERATIONS HAZARD EXCLUSION

APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY FORM:

This insurance does not apply to the "products-completed operations hazard" as defined in SECTION V – DEFINITIONS, Item 9. All other terms and conditions of the policy remain unchanged.

RLP10127 (06/05)

LIMITATION OF COVERAGE TO DESIGNATED PREMISES

APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY FORM:

This insurance applies only to "bodily injury", "property damage", "personal injury" and medical expenses arising out of the ownership, maintenance or use of the premises and operations necessary or incidental to those premises described in the Declarations. All other terms and conditions of the policy remain unchanged.

RLP10118 (06/05)

DATA EXCLUSION

APPLICABLE TO ALL LIABILITY COVERAGES OF THIS POLICY (EXCEPT FOR UMBRELLA LIABILITY, POLLUTION LIABILITY AND LIMITED POLLUTION LIABILITY INSURANCE, REFER TO SEPARATE DATA EXCLUSIONS)

This insurance does not apply to:

- (a) Liability for:
- (i) erasure, disruption, corruption, misappropriation, misinterpretation of "data";
 - (ii) erroneously creating, amending, entering, deleting or using "data";

including any loss of use arising therefrom;

- (b) "Personal Injury" 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".

Additional Definition

The following definition is added to this policy.

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

All other terms and conditions of this policy remain unchanged

RLP14107 (06/05)

TERRORISM EXCLUSION

APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY FORM:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that the insurance in this Policy does not apply to "bodily injury", "property damage" or "personal injury" arising directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal injury".

"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.

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

RLP12200 (06/05)

TOTAL ASBESTOS EXCLUSION

APPLICABLE TO ALL LIABILITY COVERAGES ON THE POLICY

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, 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.

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

RLP14109 (06/05)

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.
2. 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 related to the same event.

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

B00032 (04/12)

THIRD PARTY PROPERTY EXCLUSION:

COMPUTER AND ELECTRONIC HARDWARE, SOFTWARE AND RELATED DATA

This Policy does not cover any loss, damage, cost, claim or expense – whether investigative, preventive, remedial or otherwise - directly or indirectly arising out of:-

- Any loss of or damage to [or loss of use to] any computer system, electronic hardware, software or related data [and loss of use to dependent systems and business processes], including but not limited to microchips and integrated circuits or similar components, whether the property of the Insured or not;
- Any infringement of intellectual property rights, human rights, rights of privacy and data protection, and rights protecting against unfair competition and breach of confidence.

If Underwriters determine that this exclusion applies, the Insured expressly agrees that the burden of proving otherwise rests solely with the Insured.

B00033 (04/12)

MOULD EXCLUSION ENDORSEMENT – LIABILITY

This policy does not apply to claims arising out of:

- a) Bodily injury, property damage, personal injury or any other cost, loss or expense incurred by others, arising in whole or in part, directly 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 an “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores” or;
- b) A supervision, instructions, recommendations, warnings or advise given or which should have been given in connection with 6(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 6(a) or 6(b) above.

Definitions:

“Fungi” includes but is not limited to any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or oxygenic and any substance, vapour or gas produced by, emitted from or arising out of any “fungi” or “spores” or resultant mycotoxins, allergens or pathogens. “Spores” includes but is not limited to any reproductive particle or microscopic fragment produced by, emitted from or arising out of “fungi”

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

SOV0009 (12/09)

PUNITIVE AND EXEMPLARY DAMAGES EXCLUSION CLAUSE

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

NMA1933

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) – CANADA

(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers)

It is agreed that this Policy does not apply:

- a) To liability imposed by or arising under the nuclear liability act, law or statute, or any law amendatory thereof; nor
- b) To bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any other such policy but for its termination upon exhaustion of its limit of liability; nor
- c) To bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured;

- (ii) 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; and
- (iii) 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 policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or 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.
5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

NMA1978a (01/04/96) Form approved by Lloyd's Underwriters' Non-Marine Association.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE –
PHYSICAL DAMAGE – DIRECT**
(Approved by Lloyd's Underwriters' Non-Marine Association)

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*Note - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

NMA1191 (07/05/59)

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non- computer equipment, whether the property of the insured or not ; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

NMA2802 (17/12/1997) Form approved by Lloyd's Underwriters' Non-Marine Association

General Exclusions

War Exclusion: In no case shall this insurance cover loss, damage or expense directly or indirectly caused by or contributed to by or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military power.

Terrorism Exclusion: This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

Nuclear Energy Exclusion: This policy does not insure any loss or damage caused directly or indirectly by any nuclear incident defined in the Nuclear Liability Act, law or statute, or any loss or damage caused by contamination by radioactive material.

Pollution Exclusion: This policy does not cover loss or damage arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants however caused and whenever happening, nor the cost or expense of any resulting clean up. EXCEPT if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants is the direct result of a peril not otherwise excluded under this form or loss or damage caused directly by a peril not otherwise excluded and any loss, cost or expense incurred by any testing, treatment, monitoring or assessing the effects of the pollutants.

Fungi and Spores Exclusion: This policy does not cover loss or damage by and fungi or spores unless such fungi or spores are directly caused by or directly resulting from a peril otherwise insured and not otherwise exclude by this policy, nor does it cover the cost or expense for any testing, monitoring, evaluation or assessing of fungi or spores.

Additional Clauses

NOTICE TO AUTHORITIES	Where the loss is due to malicious acts, burglary, robbery, theft of attempt thereat, or is suspected to be so due, the Insured shall give immediate notice to the police or other authorities having jurisdiction.
NO BENEFIT TO BAILEE	It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.
MINIMUM RETAINED PREMIUM	This policy is subject to a minimum retained premium as stated on the Declaration Page.
SUBROGATION	The Insurer, upon making any payment or assuming liability therefore under this policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.
CANADIAN CURRENCY CLAUSE	All limits of insurance, deductible, and any other value expressed in the Policy are in Canadian Dollars.
PAIR AND SET	In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.
PARTS	In the case of loss or damage to any part of the insured property, whether scheduled or unscheduled, consisting when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
SUE & 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.
BANKRUPTCY	Your bankruptcy or estates' bankruptcy will not relieve us of our obligations under this Policy.
LOSS PAYABLE CLAUSE	In the event of loss, if any, will be payable to you unless another payee is specifically named.
BASIS OF SETTLEMENT	We will pay on the basis of "replacement cost" only if the property lost or damaged is repaired or replaced as soon as reasonably possible except for: <ol style="list-style-type: none">(1) property that is no longer used for its original purpose;(2) property that has not been maintained in good or workable condition;(3) articles that cannot be replaced with new articles because of their inherent nature, including fine art, paintings, antiques and statuary;(4) articles for which their age, obsolescence or history, rarity, substantially contributes to their value, such as memorabilia, souvenirs and collector items; for which we will pay only on the basis of "Actual Cash Value".

REINSTATEMENT

Loss under this policy will not reduce the amount of insurance.

**TERMINATION OF
COVERAGE**

This insurance policy terminates automatically:

- (1) immediately upon vacating the premises at which the self-storage unit is located,
 - (2) the expiration date of this policy.
- whichever occurs first.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIFICALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived by the 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 to the investigation or adjustment of any claim under the Policy.

III. POLICY AND STATUTORY CONDITIONS

Where the terms and conditions of this policy and forms attached hereto are in conflict with the applicable provincial statutes, the interpretation most favourable to the Insured shall prevail.

PROVINCES OF ALBERTA AND BRITISH COLUMBIA ONLY:

The following applies where the Insured is domiciled in, or the insured property is located in, the provinces of Alberta or British Columbia.

LIMITATION OF ACTION: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

RECOVERY BY INNOCENT PERSONS:

- (1) Where this policy contains a term or condition excluding coverage for loss or damage to property caused by a criminal or intentional act or omission of an insured or any other person, the exclusion applies only to the claim of a person:
 - (a) whose act or omission caused the loss or damage,
 - (b) who abetted or colluded in the act or omission,
 - (c) who
 - (i) consented to the act or omission, and
 - (ii) knew or ought to have known that the act or omission would cause the loss or damage, or
 - (d) who is in a class prescribed by regulation.
- (2) Nothing in section (1) allows a person whose property is insured under the contract to recover more than their proportionate interest in the lost or damaged property.
- (3) A person whose coverage under a contract would be excluded but for section (1) must comply with any requirements prescribed by regulation.

For greater certainty the relevant legislation should be reviewed.

STATUTORY CONDITIONS:

The conditions set forth under the title Statutory Conditions apply as follows:

- (i) 1 and 6 to 13 apply only to property coverage;
- (ii) 2 to 5 and 15 apply to all policy coverage;
- (iii) 14 does not apply.

ALL PROVINCES EXCEPT ALBERTA, BRITISH COLUMBIA AND QUEBEC:

Where the Insured is domiciled in, or the insured property is located in, provinces or territories other than Alberta, British Columbia or Quebec, all of the Statutory Conditions below apply to the peril of fire and, as modified or supplemented by forms or endorsements attached, apply as Policy Conditions to all other perils insured by property coverage on this policy.

STATUTORY CONDITIONS
(Common Law Jurisdictions only)

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

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- (1) otherwise specifically stated in the contract, or
- (2) the interest of the Insured in that 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 and Insolvency Act (Canada) or a change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE IN RISK

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- (1) This contract may be terminated,
 - (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered, or
 - (b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
 - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The fifteen day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. REQUIREMENTS AFTER LOSS

- (1) On the happening of any loss of or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions 9, 10 and 11,
 - (a) immediately give notice in writing to the Insurer,
 - (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) stating the amount of other insurances and the names of other Insurers,
 - (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities and cost of that property, and
 - (d) if required by the Insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraphs (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. FRAUD

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- (1) by the agent of the Insured, if
 - (a) the Insured is absent or unable to give the notice or make the proof, and
 - (b) the absence or inability is satisfactorily accounted for, or
- (2) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (1) of this condition

9. SALVAGE

- (1) In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has

- (1) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (2) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

11. IN CASE OF DISAGREEMENT

- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process* set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and
 - (b) without the Insurer's consent, there can be no abandonment to it of the insured property.
- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process* set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the Insurer.

*Dispute Resolution process in AB & BC only-Appraisal process in all other jurisdictions

12. WHEN LOSS PAYABLE

Unless the contract provides for a shorter period, the loss is payable within sixty days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

13. REPAIR OR REPLACEMENT

- (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within thirty days after receiving the proof of loss.
- (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within forty-five days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

14. ACTION

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year after the loss or damage occurs, unless legislation provides otherwise.

15. NOTICE

- (1) 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.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

N.B. To the extent that the Civil Code of the Province of Quebec is applicable to this contract General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply. These General Conditions and Provisions, a copy of which is available on request from the Insurer, apply to all perils insured by this policy, except where such conditions and provisions may be modified or supplemented in forms or endorsements attached to this policy.

IDENTIFICATION OF INSURER/ACTION AGAINST INSURER



Lloyd's Approved Coverholder ("the Coverholder"):

Beacon Underwriting Ltd., PO Box 370,
290 Alexander Street Salmon Arm,
British Columbia
V1E 4N5 Canada

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

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

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

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec H3B 2V6

NOTICE

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

LSW1550 (01/12)

Should a policyholder wish to file a complaint relative to a policy with Lloyd's Underwriters effected through you, the policyholder must be provided with the following Lloyd's Underwriters' Complaint Protocol:

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

If you have a complaint with any aspect of your policy with Lloyd's Underwriters:

You may contact the broker/agent who arranged your policy for you. Should you be dissatisfied with the outcome of your broker's resolution, please submit your written complaint to:

Lloyd's Canada Inc.

Tel: 1-877-4LLOYDS

Fax: (514) 861-0470

1155 rue Metcalfe, Suite 2220

E-mail: lineage@lloyds.ca

Montreal, Quebec H3B 2V6

Your written complaint will be forwarded to Lloyd's Policyholder and Market Assistance Department in London which ensures that Lloyd's Underwriters and their representatives' deal with claims and complaints in an acceptable manner. It acts as an impartial mediator. When undertaking a review this Department takes account of general legal principles, good insurance practice, and whether all events surrounding a given case have been considered fairly.

If you are dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may ask the General Insurance OmbudService (GIO) to arrange for mediation. Mediation is not available until Lloyd's has issued its final letter of position on your complaint. The GIO assists in the resolution of conflicts between insurance customers and their insurance companies. GIO works with only those companies offering home, automobile or business insurance.

OR

You may contact the General Insurance OmbudService (GIO) who will contact Lloyd's on your behalf. However, you must first have tried to resolve your problem with your insurance company.

The GIO can be reached across Canada at its national toll-free number: 1-877-225-0446

For more information or to submit the facts of your insurance-related dispute, please visit the GIO website.

GIO - Alberta can be contacted where a policyholder is not satisfied with the basis on which a premium for basic coverage for a private passenger vehicle was determined, or considers that an insurer, directly or indirectly, has taken an adverse contractual action with respect to insurance for basic coverage.

In Québec, you may also avail yourself of the services of Autorité des marchés financiers (l'Autorité). Should you be dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may request Lloyd's Canada Inc. to send your complaint to l'Autorité who will study your file and may recommend mediation, if it deems this action appropriate and if both parties agree to it. L'Autorité can be reached at:

Autorité des marchés financiers (l'Autorité)

Québec City (418) 525-0311

Montréal (514) 395-0311

Toll-free: 1-866-526-0311

E-mail: Renseignements-consommateur@lautorite.qc.ca

NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's
- policyholders the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

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

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

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

LSW1543A (01/12/10)

Lloyd's Underwriters are committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your underwriters and the insurance laws of your province/territory. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to the underwriters with whom insurance is being negotiated. Your policy outlines other important responsibilities. Underwriters and intermediaries acting on your behalf, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

In dealing with Lloyd's Underwriters, you will be represented by an intermediary, such as a broker acting as your agent, and they may deal with other intermediaries. From the intermediary with whom you deal, you can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how premiums are calculated based on relevant facts.

A policy issued by Lloyd's Underwriters will expire on the day specified in the policy. If you wish to renew the policy, the intermediary with whom you deal will have to approach the Underwriters participating in it, often through another intermediary. If Lloyd's Underwriters are given the information they require to determine renewal terms for the policy at least 45 days prior to its expiry, under normal circumstances, they will advise the intermediary who approaches them of any changes to the policy terms at least 30 days prior to the expiration of the policy. Terms may subsequently change if there is a change in material facts prior to the expiration date.

Intermediaries may receive payments from Lloyd's Underwriters in a variety of ways, which may include the payment of commissions. Lloyd's strongly supports the disclosure and transparency of these commission arrangements. You have the right to ask the intermediary with whom you deal for details of how and by whom the intermediary is being paid.

Lloyd's Underwriters accept business as members of syndicates each of which is managed by a 'managing agent'. Lloyd's has risk management procedures in place in respect of the relationship between Lloyd's managing agents and any related companies that act as intermediaries. This is to ensure that the managing agent makes proper disclosures of any such arrangements. A policyholder may ask the intermediary whom he is dealing to disclose if it is a related company to a Lloyd's managing agent. Depending on the jurisdiction, disclosure may be required in writing.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with the intermediary with whom you deal. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your underwriters of any change in your circumstances through the intermediary with whom you deal. The Underwriters with whom renewal is being negotiated must be given information required to determine renewal terms of your policy, via the intermediary whom you are dealing with, at least 45 days prior to the expiration of the policy.

Right to Complaint Resolution

Lloyd's Underwriters are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access the Lloyd's complaint resolution process for Canada. The intermediary with whom you deal can provide you with information about how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService where your complaint may be referred to an independent mediator or Senior Adjudicative Officer. For information concerning the General Insurance OmbudService, you may refer to their website.

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

Because it is important for you to disclose any and all information required by underwriters with whom insurance is being negotiated on your behalf to provide the insurance coverage that best suits you, you have the right to know from the intermediary with whom you deal the purposes for which Lloyd's Underwriters will use your personal information. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws with respect to their business in Canada.

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