



# Property & casualty

Policy document

Canada

## PREAMBLE

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Declarations page and any Endorsements. This Policy is not complete unless it is signed and a Declarations page is attached.

The Sections of this Policy are identified by the blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions Section and elsewhere. Words stated in the singular will include the plural and vice versa. However, this protocol does not apply to the Statutory Conditions and subsequent Sections.

IMPORTANT: **INSURING CLAUSE 1 (SECTION H only)** provide cover on a claims made and reported basis. Under these Insuring Clauses a **claim** must be first made against **you** and notified to **us** during the **period of the policy** or the extended reporting period to be covered. These Insuring Clauses do not cover any **claim** arising out of any actual or alleged act, error or omission occurring, in whole or in part, on or before the **retroactive date**.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below:

## INSURING CLAUSES

### INSURING CLAUSE 1: COMMERCIAL GENERAL LIABILITY

#### SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**We** agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** or **property damage** first occurring during the **period of the policy**.

**We** will also pay **costs and expenses** on **your** behalf.

#### SECTION B: POLLUTION LIABILITY

**We** agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** or **property damage** caused directly by **pollution** first occurring during the **period of the policy**, on condition that the **pollution** was the direct result of a sudden, identifiable, unintended and unexpected incident.

**We** will also pay **costs and expenses** on **your** behalf.

#### SECTION C: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

**We** agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** or **property damage** first occurring during the **period of the policy** caused directly by any **product**.

**We** will also pay **costs and expenses** on **your** behalf.

#### SECTION D: TENANTS' LEGAL LIABILITY

**We** agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **property damage** to premises leased to, hired by, on loan to or held in trust by **you** or otherwise in **your** care, custody or control first occurring during the **period of the policy**.

**We** will also pay **costs and expenses** on **your** behalf.

#### SECTION E: PERSONAL AND ADVERTISING INJURY

**We** agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **personal injury** or **advertising injury** first occurring during the **period of the policy**.

**We** will also pay **costs and expenses** on **your** behalf.

#### SECTION F: EMPLOYERS' LIABILITY

**We** agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** first occurring during the **period of the policy** to **senior executive officers** or **employees** domiciled in Canada. **We** will also pay **costs and expenses** on **your** behalf.

However, **we** will only make these payments in respect of **senior executive officers** or **employees** on whose behalf contributions are:

- a. not required to be made by **you** under the provisions of any Workers' Compensation Law because **your** business activities are deemed exempt activities by such Workers' Compensation Law; or
- b. required to be made by **you** under the provisions of any Workers' Compensation Law but where liability has been denied by any Workers' Compensation authority.

#### SECTION G: MEDICAL EXPENSES

**We** agree to pay **medical expenses** for **bodily injury** to a **third party** caused by an accident first occurring during the **period of the policy** in the course of **your** business activities, provided that:

- a. the **third party**, at the time of the accident, is not entitled to benefits under any workers' compensation or disability benefits law or similar law;
- b. the **medical expenses** are incurred and notified to **us** within one year of the date of the accident; and
- c. the **third party** submits to examination, at **our** expense, by physicians of **our** choice and as often as **we** reasonably require.

**We** will make these payments regardless of fault.

#### SECTION H: EMPLOYEE BENEFITS LIABILITY

**We** agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** arising out of any act, error or omission committed by **you** or on **your** behalf in the **administration** of **your employee benefit program**.

**We** will also pay **costs and expenses** on **your** behalf.

## INSURING CLAUSE 2: COMMERCIAL PROPERTY

### SECTION A: PROPERTY DAMAGE

**We** agree to reimburse **you** for any reasonable sums necessarily incurred to repair or rebuild **your premises** as a direct result of damage to **your premises** first occurring during the **period of the policy**.

### SECTION B: CONTENTS DAMAGE

**We** agree to reimburse **you** for any reasonable sums necessarily incurred to repair or replace **your contents** that have been lost or damaged during the **period of the policy**.

### SECTION C: ADDITIONAL CONTENTS

**We** agree to reimburse **you** for any reasonable sums necessarily incurred to repair or replace:

- a. **contents** in transit, including by parcel post and courier;
- b. **contents** while at an exhibition site or in the custody of a sales representative;
- c. materials, machinery and equipment that **you** have been contracted by a **third party** to install, provided **you** are legally liable for the materials, machinery and equipment and they are not left unattended for more than 30 consecutive days;
- d. tools that are used in connection with **your** business activities at or away from the **premises**;
- e. stock that has been sold by **you** to a **third party** on a deferred payment plan, however, the maximum amount **we** will pay is the **limit of liability** or an amount equal to any unpaid balance, whichever is less; and
- f. **contents** that **you** have leased, rented, loaned or entrusted to a **third party** for up to a maximum period of 30 consecutive days;
- g. **contents** that **you** have hired or leased and are legally liable for;
- h. locks and keys, provided this is necessary to maintain the security of **your premises** or safes;
- i. patterns, models, moulds, plans and designs that are used in connection with **your** business activities;
- j. any trailer, provided that it was unattached from, being attached to, or being detached from, a motor vehicle when the damage occurred; and
- k. outdoor signs located on the **premises**;

that have been lost or damaged during the **period of the policy**.

### SECTION D: ADDITIONAL EXPENSES

**We** agree to reimburse **you** for any reasonable sums necessarily incurred:

- a. to make temporary repairs to, expedite permanent repairs for, or expedite permanent replacement of, **your premises** or **contents**;
- b. to remove any debris;
- c. to extract **pollutants** from land or water;
- d. for professional services including architects, surveyors and engineers;
- e. to establish the value of the damage to **your premises** or **contents**;
- f. to locate the source of any water or oil leak, including the repair of any subsequent damage as a direct result of locating the water or oil leak;
- g. to retrieve, restore or replace the data **you** need to continue **your** business activities if **your** business records and electronic data have been lost or corrupted;

- h. for rental payments **you** are legally obliged to pay during any period which **your premises** are unusable;
- i. for any fire department charges **you** incur;
- j. to re-charge fire extinguishing equipment;
- k. for security guard services to temporarily safeguard **your damaged premises**; and
- l. for a ransom paid for information directly leading to a conviction for any act of arson;

as a direct result of damage to **your premises** or **contents**, or the loss of **your contents**.

#### SECTION E: NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

**We** agree to reimburse **you** for any reasonable sums necessarily incurred to repair or rebuild any additional premises acquired or constructed by **you** during the **period of the policy**, and to repair or replace **your contents** at these premises, as a direct result of damage to the additional premises or **contents** first occurring during the **period of the policy** provided that **you** give **us** written notice within 60 days of the acquisition or commencement of construction and agree to any additional **premium** and terms of coverage required by **us**.

#### SECTION F: ORDINANCE OR LAW

**We** agree to reimburse **you** for the reasonable additional costs to repair or rebuild **your premises** to the minimum standards required to comply with the current building regulations and laws as a direct result of damage to **your premises** first occurring during the **period of the policy**

### INSURING CLAUSE 3: BUSINESS INTERRUPTION

#### SECTION A: BUSINESS INTERRUPTION

**We** agree to reimburse **you** for **your actual loss sustained** during the **indemnity period** as a direct result of an interruption to **your** business activities caused by:

- a. damage to **your premises** or **contents**, other than damage causing failure in the supply of water, gas, electricity, telephone or internet to **your premises**;
- b. damage to the property of one of **your** suppliers, other than a supplier of water, gas, electricity, telephone or internet; or
- c. failure in the supply of water, gas, electricity, telephone or internet to **your premises** for more than 24 consecutive hours as a direct result of damage to **your premises** or the property of **your** supplier of water, gas, electricity, telephone or internet;

first occurring during the **period of the policy**.

#### SECTION B: PREVENTION OR RESTRICTION OF ACCESS TO PREMISES

**We** agree to reimburse **you** for **your actual loss sustained** during the **indemnity period** as a direct result of an interruption to **your** business activities caused by:

- a. damage to **third party** property which prevents access to **your premises**; or
- b. prevention or restriction of access to **your premises** by order of any governmental or law enforcement agency;

first occurring during the **period of the policy**.

#### SECTION C: RENTAL INCOME

We agree to reimburse **you** for **your actual loss sustained** during the **indemnity period** as a direct result of a reduction in **your rental income** caused by damage to **your premises** first occurring during the **period of the policy**.

#### SECTION D: EXTRA EXPENSE

We agree to reimburse **you** for any reasonable sums over and above **your** normal operating expenses incurred to:

- a. mitigate an interruption to and continue **your** business activities during the **indemnity period**, provided that the costs are less than the expected **actual loss sustained** had these measures not been taken; and
- b. re-locate to alternative premises during the **indemnity period**, if **you** and **we** agree that it is not practicable or reasonable for **you** to repair or rebuild the damaged **premises**.

#### SECTION E: NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

We agree to reimburse **you** for **your actual loss sustained** during the **indemnity period** as a direct result of an interruption to **your** business activities caused by damage to any additional premises acquired or constructed by **you** during the **period of the policy**, provided that **you** give **us** written notice within 60 days of the acquisition or commencement of construction and agree to any additional **premium** and terms of coverage required by **us**.

#### SECTION F: PROFESSIONAL FEES

We agree to reimburse **you** for any reasonable sums necessarily incurred for professional fees to establish the value of **your actual loss sustained** as a direct result of an interruption to **your** business activities.

### INSURING CLAUSE 4: COURT ATTENDANCE COSTS

We agree to reimburse **you** for any reasonable sums necessarily incurred by **you** with **our** prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **you** are entitled to indemnity under this Policy.

## HOW MUCH WE WILL PAY

The maximum amount payable by **us** in respect of each Section of each Insuring Clause will not exceed the **limit of liability**.

Notwithstanding the **limit of liability**, for any **claim** made against **you** within the United States of America or territories which come under the jurisdiction of the United States of America, the **limit of liability** will be an annual aggregate limit for all **claims** under this Policy and inclusive of **costs and expenses**.

However, with respect to any **claim** under this Policy that is governed by Quebec law, **we** agree to pay **costs and expenses** in addition to the **limit of liability**.

In respect of **INSURING CLAUSE 1**, where more than one claim under this Policy arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **limit of liability** will be payable.

We may at any time pay to **you** in connection with any **claim** the amount of the **limit of liability** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim**.

If **costs and expenses** are stated in the Declarations page to be in addition to the **limit of liability**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **limit of liability**, and if a damages payment in excess of the **limit of liability** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **limit of liability** bears to the total amount of the damages payment.

In respect of **INSURING CLAUSE 2 (SECTIONS A and B only)**, the co-insurance percentage is 85%. This means that if the amount insured for each **building address** is less than 85% of the total cost to repair, replace or rebuild **your premises or contents** at that **building address**, the amount insured will be reduced in the same proportion that it bears to the co-insurance percentage amount.

Example for calculating under insurance:

- a. Total cost to repair, replace or rebuild all of **your premises** at building address 1 = \$500,000;
- b. 85% of \$500,000 = \$425,000;
- c. Amount insured for **premises** at building address 1 = \$400,000;
- d. Therefore if a \$450,000 loss for damage to the **premises** at building address 1 occurs, **we** would pay \$376,470;
- e. This has been calculated as the amount insured / co-insurance percentage amount of the total cost to repair, replace or rebuild x amount insured ( $\$400,000 / \$425,000 \times \$450,000 = \$376,470$ ).

If **we** pay to replace **your contents**, **we** will do so on a new for old basis.

## YOUR DEDUCTIBLE

**We** will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

However, with respect to any claim arising out of **bodily injury** under this Policy that is governed by Quebec law, the **deductible** will not apply to **costs and expenses**.

Where more than one claim arises from the same original cause or single source or event all of those claims will be deemed to be one claim and only one **deductible** will apply.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

## DEFINITIONS

1. **"Actual loss sustained"** means

**your** revenue before tax that **you** would have earned without the interruption to **your** business activities or damage to **your premises**, less:

- a. actual revenue less sales tax; and
- b. any saving in costs as a result of the reduction in revenue.

2. **"Administration"** means

- a. advising **employees**, including their dependants and beneficiaries, in respect of **your employee benefit program**;
- b. handling records in respect of **your employee benefit program**; and
- c. effecting enrolment or termination of any **employee's** participation in a plan included in **your employee benefit program**.

3. **"Advertising injury"** means

- a. oral or written publication of defamatory content;
- b. oral or written publication of content that violates a person's right of privacy; or
- c. infringement of copyright, trade dress, slogan or a **third party's** advertising idea;

in **your** advertising or promotional material.

4. **"Bodily injury"** means

death, bodily injury, mental injury, illness or disease.

5. **"Building address"** means

a building address stated in the Commercial Property and Business Interruption Sub-limits Declarations page.

6. **"Claim"** means

- a. a written demand for compensation;
- b. a written request for a retraction or a correction;
- c. a threat or initiation of a lawsuit; or
- d. an **investigation**;

made against **you**.

7. **"Claims managers"** means

the claims managers stated in the Declarations page.

8. **"Company"** means

the company named as the insured in the Declarations page or any **subsidiary**.



9. **"Contents"** means

items that are used primarily in connection with **your** business activities and are not permanently attached to a building that **you** own or are legally responsible for, including:

- a. improvements made to the **premises** by **you** as a tenant, including decorating, flooring, internal fixtures and fittings, external signs, aerials and satellite dishes;
- b. computers and ancillary equipment (including monitors, keyboards, printers and software);
- c. television, video, photographic, photocopying, surveying and telecommunications equipment;
- d. goods held in trust, stock and samples;
- e. wines, spirits and tobacco kept for entertainment purposes;
- f. works of art or precious metals;
- g. valuable documents in paper format;
- h. heating oil contained in fixed tanks in the open at **your premises**;
- i. refrigeration, ventilation, cooking, dishwashing and laundry appliances;
- j. portable contents and contents while in transit; and
- k. cash, bank and currency notes, cheques, bankers drafts, share and bond certificates, provided they are kept in a locked safe, in transit or at the home of an **employee**.

**"Contents"** also means the personal belongings of any **employee** or visitor whilst at **your premises**, provided they are not covered under any other insurance.

10. **"Costs and expenses"** means

- a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defense of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
- b. any post judgment interest; and
- c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

Subject to all costs and expenses being incurred with the **claims managers** prior written agreement (which will not be unreasonably withheld).

11. **"Deductible"** means

the amount stated as the deductible in the Declarations page.

12. **"Earth movement"** means

any type of earth movement, including earthquake, subsidence, landslide, erosion or the expansion or contraction of soil.

**Earth movement** does not mean any sinkhole collapse.

13. **"Employee"** means

any employee, volunteer or contract employee of the **company**.

14. **"Employee benefit program"** means

the **company's** insurance, pension or other benefit programs.

15. **"Expiry date"** means  
the expiry date stated in the Declarations page.
16. **"Flood"** means
- a. surface water, underground water, waves, tides, tidal waves, tsunamis or overflow of any body of water;
  - b. mudslide or mudflow; or
  - c. water or sewerage from a backed up sewer, sump, septic tank or drain.
17. **"Inception date"** means  
the inception date stated in the Declarations page.
18. **"Indemnity period"** means  
the period beginning on the date the:
- a. damage was first discovered;
  - b. prevention of access first occurred; or
  - c. initial 24 consecutive hours **you** have no water, gas, electricity, telephony or internet services has passed;
- and lasting for the indemnity period stated in the Declarations page.
19. **"Investigation"** means  
a formal hearing, official investigation, examination or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body.
20. **"Limit of liability"** means  
if expressed in the Declarations page as:
- a. limit of liability or amount insured, the maximum amount payable by **us** in respect of each claim; or
  - b. aggregate limit of liability or aggregate amount insured, the maximum amount payable by **us** in respect of all claims.
21. **"Medical expenses"** means  
reasonable and necessary expenses for:
- a. first aid administered at the time of an accident;
  - b. medical, surgical, x-ray and dental services, including prosthetic devices; and
  - c. ambulance, hospital, professional nursing and funeral services.
22. **"Period of the policy"** means  
the period between the **inception date** and the **expiry date** or until the Policy is canceled in accordance with **CONDITION 5**.
23. **"Personal injury"** means
- a. false arrest, detention or imprisonment;
  - b. malicious prosecution; or
  - c. wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies.

24. **"Pollutants"** means

any solid, liquid, gaseous, radiological or thermal irritant, toxic or hazardous substance, or contaminant including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste materials, including recycled, reconditioned or reclaimed materials.

25. **"Pollution"** means

the discharge, dispersal, release, migration, seepage or escape of **pollutants**.

26. **"Premises"** means

- a. the building;
- b. any completed extension to the building;
- c. any permanently installed machinery and equipment;
- d. any permanently attached fixtures and fittings;
- e. landlord's fixtures and fittings;
- f. retaining walls, outdoor walls, gates, fences, yards, car parks, roadways and pavements;
- g. trees, shrubs, plants and lawns;
- h. piping, ducting, cables, wires and accessories extending to the public mains that **you** are responsible for; and
- i. fixed glass in windows, doors, skylights, mirrors fixed to the building, glass showcases and shelves fixed to the building, sanitary fixtures and fittings and other fixed glass;

at the **building address**.

27. **"Premium"** means

the amount stated as the premium in the Declarations page and any subsequent adjustments.

28. **"Product"** means

any tangible property that has been manufactured, altered, distributed or installed by **you** or on **your** behalf.

29. **"Property damage"** means

direct physical damage to, destruction of, loss of possession or loss of use of tangible property.

30. **"Rental income"** means

- a. the anticipated gross rental income from tenant occupancy of **your premises**;
- b. the amount of all charges which are the legal obligation of the tenants, which would otherwise be **your** obligation; and
- c. the fair rental value of any portion of **your premises** which is occupied by **you**.

31. **"Retroactive date"** means

the retroactive date stated in the Declarations page.

32. **"Senior executive officer"** means

board members, C-level executives, in-house lawyers and risk managers of the **company**.

33. **"Subsidiary"** means  
any entity of which the company stated as the insured in the Declarations page has majority ownership on or before the **inception date**.
34. **"Third party"** means  
any person who is not an **employee** or any legal entity that is not the **company**.
35. **"We/our/us"** means  
the underwriters stated in the Declarations page.
36. **"You/your"** means  
the **company** and **employees**.

## EXCLUSIONS

**We** will not make any payment under this Policy:

### EXCLUSIONS RELATING TO COMMERCIAL GENERAL LIABILITY

In respect of **INSURING CLAUSE 1** only:

1. **Employers' liability**

arising directly or indirectly out of **bodily injury** to **senior executive officers** or **employees**.

However, this Exclusion will not apply to **INSURING CLAUSE 1 (SECTION F)** only).

2. **Faulty workmanship**

for the cost to repair or replace, including any ensuing financial loss:

- that part of any property that has been damaged by **you**, or a **third party** operating on **your** behalf, during its construction, distribution or installation;
- that part of any property as a direct result of faulty workmanship by **you**, or a **third party** operating on **your** behalf, during its construction or installation; or
- any undamaged property that contains any **product**, unless the **product** which the property contains has been damaged as a direct result of a sudden, unintended and unexpected incident after it has left **your** care, custody or control.

3. **Financial loss**

arising directly or indirectly out of **third party** financial loss, other than **third party** financial loss resulting from **bodily injury, personal injury, advertising injury** or **property damage**.

4. **Land or water**

arising directly or indirectly from damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by **you** or otherwise in **your** care, custody or control.

#### 5. **Marine and aviation**

arising directly or indirectly from the ownership, possession or use by **you** or on **your** behalf of any watercraft in excess of 10 metres in length or any aircraft, drone, hovercraft, watercraft, offshore installation, offshore rig or offshore platform.

#### 6. **Pollution**

arising directly or indirectly out of **pollution**.

However, this Exclusion will not apply to **INSURING CLAUSE 1 (SECTION B only)**.

#### 7. **Products liability**

arising directly or indirectly out of any **product**.

However, this Exclusion will not apply to **INSURING CLAUSE 1 (SECTION C only)**.

#### 8. **Property in your care, custody or control**

arising directly or indirectly out of damage to **third party** property which is in **your** care, custody or control.

However, this Exclusion will not apply to **INSURING CLAUSE 1 (SECTION D only)**.

In respect of **INSURING CLAUSE 1, SECTION C**:

#### 9. **Product recall**

for the costs to withdraw, recall, dispose, remove, repair, adjust, alter, recondition, replace, reinstate any **product** or part of a **product**.

In respect of **INSURING CLAUSE 1, SECTION E**:

#### 10. **Content advertised prior to the inception date**

arising directly or indirectly out of any advertisement that was first published prior to the **inception date**.

In respect of **INSURING CLAUSE 1, SECTION H**:

#### 11. **Benefit laws**

arising directly or indirectly out of **your** failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security, disability benefits or pension benefits.

#### 12. **Breach of contract**

arising directly or indirectly out of any breach of contract unless liability would have attached in the absence of the contract.

#### 13. **Employee benefit program advice**

arising directly or indirectly from advice given to any person to participate or not to participate in any plan included in **your employee benefit program** or the failure of any investment to perform as represented by **you**.

### EXCLUSIONS RELATING TO COMMERCIAL PROPERTY

In respect of **INSURING CLAUSE 2 only**:

#### 14. **Excluded property**

for the costs to repair, replace or rebuild:

- a. the foundations of **your premises**;
- b. the foundations of any structure, machinery or boiler contained inside of **your premises** if they are below the lowest basement floor or ground level if there is no basement;
- c. underground pipes, flues or drains;
- d. power transmission or feeder lines; or
- e. land or growing crops.

## EXCLUSIONS RELATING TO ALL INSURING CLAUSES

### 15. **Asbestos**

arising directly or indirectly out of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

### 16. **Associated companies**

- a. in respect of any **claim** made by any company firm or partnership in which the **company** has an executive or financial interest, unless the **claim** emanates from an independent **third party**;
- b. in respect of any **claim** made by any company firm partnership or individual which has an executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;
- c. arising out of any joint venture between **you** and a **third party**;
- d. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**; or
- e. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

### 17. **Auto**

arising directly or indirectly from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle or trailer other than **bodily injury** or **property damage**:

- a. caused by the use of any tool or equipment forming part of or attached to or used in connection with any motor vehicle or trailer;
- b. occurring beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;
- c. arising out of the use of any motor vehicle or trailer temporarily in **your** custody or control for the purpose of parking; or
- d. occurring beyond the limits of any carriageway or thoroughfare and caused by the use of any unlicensed vehicle, including but not limited to snowmobiles and all terrain vehicles, in the course of **your** business activities;

provided always that **we** will not make any payment in respect of any legal liability for which compulsory insurance or security is required by legislation or for which a government or other authority has accepted responsibility.

### 18. **Catastrophe perils**

in respect of **INSURING CLAUSES 2** and **3**, arising directly or indirectly out of **earth movement** or **flood**, except for:

- a. ensuing financial loss or **property damage** which results directly from fire, explosion, smoke or leakage from fire protective equipment; or
- b. ensuing **property damage** while in transit.

19. **Circumstances known at inception**

arising directly or indirectly out of any circumstances or occurrences which may give rise to a claim under this Policy of which a **senior executive officer** was aware, or ought reasonably to have been aware, prior to the **inception date**, whether notified under any other insurance or not.

20. **Directors and officers liability**

arising out of any personal liability incurred by **your senior executive officers** when they are acting in that capacity or managing **you**, or arising from any statement, representation or information regarding **your** business contained within any accounts, reports or financial statements.

21. **Electronic data**

arising out of the destruction of, loss of possession of, loss of use of, or corruption of, data, by a malicious or unauthorized electronic attack or malicious code.

22. **Employment practices liability**

arising out of or resulting from:

- a. any employer-employee relations, policies, practices, acts, omissions, any actual or alleged refusal to employ any person, or misconduct with respect to **employees**; or
- b. any acts or omissions committed by **you** which are in breach of, or are alleged to be in breach of, any terms and conditions of an employment contract, whether express or implied.

23. **Equipment breakdown**

in respect of **INSURING CLAUSES 2** and **3**, arising directly from the breakdown, explosion or collapse of any electrical or mechanical equipment including air conditioning, refrigeration, boiler, computer and communication equipment.

24. **Excluded causes**

in respect of **INSURING CLAUSES 2** and **3**, arising directly or indirectly from:

- a. wear and tear, an inherent defect, rot, vermin, infestation, ground heave, subsidence, landslide or any other gradually operating cause; or
- b. frost, other than **property damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **premises** are occupied and in use.

25. **Legal action**

where an action for damages is brought in a court of law outside the legal action territories stated in the Declarations page, or where an action is brought in a court of law within those territories to enforce a judgment outside of those territories whether by way of reciprocal agreement or otherwise.

26. **Nuclear**

arising directly or indirectly from or contributed to by:

- a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

**27. Other insurance**

for which **you** are entitled to indemnity under any other insurance except for:

- a. any additional sum which is payable over and above the other insurance where that insurance has been declared to **us**, or
- b. any contribution that **we** are obliged to make by law and that contribution will be in proportion to the indemnity available under the Policies.

**28. Personal liability**

in respect of any action brought against any past, present or future **senior executive officer** or **employee** unless arising directly out of work performed for the **company**.

**29. Professional services**

arising directly or indirectly from carrying out, or failing to carry out, professional services for a fee or any act, error or omission relating to a professional service.

**30. Retroactive date**

in respect of **INSURING CLAUSE 1 (SECTION H only)**, arising out of any actual or alleged act, error or omission occurring, in whole or in part, on or before the **retroactive date**.

**31. Sanctions**

to the extent that the provision of such cover or payment will expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.

**32. Seizure of illegal property**

arising from an order by a public or government authority which deprives **you** of the use or value of **your** property or arising from acts of contraband or illegal transportation or illegal trade.

**33. Toxic mould**

arising directly or indirectly from the toxic properties of any fungus, mould, mildew or yeast.

**34. Uninsurable fines**

for fines, penalties, civil or criminal sanctions, and for multiple, punitive or exemplary damages, unless insurable by law.

**35. Vacant premises**

in respect of **INSURING CLAUSES 2 and 3**, resulting from **premises** left vacant for more than 60 consecutive days.

**36. War and terrorism**

arising directly or indirectly out of:



- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or mounting to an uprising, military or usurped power; or
- b. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; and
- c. any action taken in controlling, preventing, suppressing or in any way relating to a. or b. above.

### 37. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any wilful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

## CONDITIONS

### 1. What you must do in the event of a claim

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld); and
- b. notify the **claims managers** as soon as is reasonably practicable and follow their directions. However, in respect of **INSURING CLAUSE 1 (SECTION H)** only) this notification must be made no later than the end of the applicable extended reporting period.

### 2. Additional insureds

**We** will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

### 3. Agreement to pay claims (duty to defend)

**We** have the right and duty to take control of and conduct in **your** name the investigation settlement or defence of any claim. **We** will not, however, have any duty to pay **costs and expenses** of any part of any claim that is not covered by this Policy.

**We** will always endeavor to settle any claim through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject always to the **limit of liability**.

If **you** refuse to consent to a settlement that **we** recommend and that the claimant will accept, **you** must then defend, investigate or settle the claim at **your** own expense. As a consequence of **your** refusal, **our** liability for any claim will not be more than the amount that **we** could have settled the claim for had **you** consented, plus any **costs and expenses** incurred prior to the date of **your** refusal.

### 4. Calculation of loss

In the event of a claim for any financial loss sustained by **you**, **you** must provide the **claims managers** with **your** calculation of the financial loss including:

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

If **we** are unable to agree with **your** calculation, an appropriate third party expert will be appointed by the **claims managers**.

### 5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect, subject to a minimum retained amount of 30% of the **premium**. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

**We** also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

### 6. Cross liability and severability

Where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

## 7. Establishing loss of contents

If **you** make a claim under this Policy for loss of **contents**, **you** must reasonably establish how and when the incident took place, this may include confirmation that the incident was reported to the appropriate law enforcement authorities and details of any investigation they undertook.

## 8. Automatic extended reporting period

In respect of **INSURING CLAUSE 1 (SECTION H only)**, an automatic extended reporting period of 60 days following the **expiry date** of this Policy will be automatically granted at no additional **premium**. This automatic extended reporting period will cover **claims** first made against **you** during the **period of the policy** and reported to **us** during this 60 day automatic extended reporting period but only in respect of any act, error or omission committed prior to the **expiry date** and subject to all other terms, conditions and exclusions of the Policy. No **claim** will be accepted by **us** in this 60 day automatic extended reporting period if **you** are entitled to indemnity under any other insurance or would have been entitled to indemnity under that insurance but for its exhaustion.

## 9. Optional extended reporting period

In respect of **INSURING CLAUSE 1 (SECTION H only)**, if **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Declarations page which will be effective from the cancellation or non-renewal date. This optional extended reporting period will cover **claims** first made against **you** and notified to **us** during this optional extended reporting period but only in respect of any **claim** arising out of any act, error or omission committed prior to the date of cancellation or non-renewal and subject to all other terms and conditions of the Policy.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **limit of liability** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium**, **deductible** or **limit of liability** or changes in policy language will not constitute non-renewal by **us**.

## 10. Fraudulent claims

If **you** notify **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

## 11. Innocent non-disclosure

**We** will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

## 12. Mergers and acquisitions

During the **period of the policy**, if **you** acquire another entity's assets or liabilities in an amount greater than 20% of **your** assets or liabilities as listed in **your** most recent financial statement then **you** will have no coverage under this Policy for any claim that arises directly or indirectly out of these assets or liabilities unless **you** give **us** written notice

within 60 days of the completion of the acquisition, obtain **our** written agreement to extend coverage, and agree to any additional **premium** and terms of coverage required by **us**.

If during the **period of the policy you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

### 13. **Our rights of recovery**

**You** must maintain all of **your** rights of recovery against any **third party** and make these available to **us** where possible.

**We** will not exercise any rights of recovery against **employees**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us**.

### 14. **Prior subsidiaries**

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an event occurring prior to the date that it ceased to be a **subsidiary**.

### 15. **Waiver of subrogation**

**We** agree to waive **our** rights of recovery against a **third party** if **you** have entered into a contract that contains a provision requiring **you** to do this.

### 16. **Choice of law**

This Policy will be interpreted under, governed by and construed in all respects in accordance with the law of the jurisdiction of the place of registration of the company named as the insured in the Declarations page and **we** and **you** agree to submit to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company named as the insured in the Declarations page.

In any action to enforce **our** obligations under this Policy **we** can be named as "Lloyd's Underwriters" which will be binding on the Lloyd's Underwriters liable under this Policy as if **we** had each been individually named as defendants. Service of these proceedings may be made upon the Attorney In Fact in Canada for Lloyd's Underwriters at the address 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

## STATUTORY CONDITIONS

### 1. **Misrepresentation**

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

## 2. **Property of others**

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

## 3. **Change of interest**

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

## 4. **Material change**

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must within fifteen (15) days of the receipt of the notice, pay to the Insurer an additional premium; and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

## 5. **Requirements after loss**

- a. Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of Conditions 9, 10 and 11:
  - i. forthwith give notice thereof in writing to the Insurer;
  - ii. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
    1. giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
    2. 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,
    3. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
    4. showing the amount of other insurance and the names of other Insurers,
    5. showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
    6. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
    7. showing the place where the property insured was at the time of loss,
  - iii. if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - iv. if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- b. The evidence furnished under Clauses 1 (c) and (d) of this condition shall not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## 6. Termination

- a. The contract may be terminated:
  - i. by the insurer giving to the insured fifteen (15) days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
  - ii. by the insured at any time on request.
- b. If the contract is terminated by the insurer:
  - i. 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
  - ii. 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.
- c. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of the 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.
- d. The 15 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.

## 7. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

## 8. Who may give notice and proof

Notice of loss may be given, and proof of loss may be made, by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

## 9. Salvage

- a. The Insured in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- b. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph 1 of this condition according to the respective interests of the parties.

## 10. Entry, control, abandonment

After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and after the Insured has secured the property, a further right of access and entry sufficient to enable them to make

appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

**11. When loss payable**

The loss is payable within sixty (60) days after completion of the proof of loss, unless the contract provides for a shorter period.

**12. Repair or replacement**

- a. The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss
- b. In that event the Insurer shall commence to so repair, rebuild or replace the property within forty-five (45) days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

**13. Action**

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

**14. Notice**

Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agent or head office of the Insurer in the Province. Written notice may be given to the Insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

**15. In case of disagreement**

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specified demand therefor is made in writing and until after proof of loss has been delivered.

## 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 agreement 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 authorized by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organizations or companies, their agents/mandataires, and to certain non-related or unaffiliated organizations 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 [info@lloyds.ca](mailto:info@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](mailto:info@lloyds.ca).

## LLOYD'S UNDERWRITERS POLICYHOLDERS COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

### **Lloyd's Underwriters**

Attention: Complaints Officer:

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

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

E-mail: [lineage@lloyds.ca](mailto:lineage@lloyds.ca)

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

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

CFC Underwriting Limited is Authorized and Regulated by the Financial Conduct Authority  
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**Property & Casualty (CAN) v2.0**



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

Toll free number: 1-877-225-0446

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

**For Quebec clients:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

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

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the Financial Consumer Agency of Canada (FCAC).

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

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

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

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

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

## SUBSCRIPTION NOTICE

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

THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name in the List of Subscribing Companies, and subject always to the terms and conditions of this Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against its name in the List of Subscribing Companies, or such other sum or percentage as may be substituted therefor by endorsement, bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned in the Declarations page(s).

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference will be deemed to be made to each of the Insurers severally.

This policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made a part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

IN WITNESS WHEREOF THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

## CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

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

### **Right to be informed**

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

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

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

#### **Responsibility to ask questions and share information**

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

#### **Right to complaint resolution**

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

#### **Responsibility to resolve disputes**

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

#### **Right to professional service**

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

#### **Right to privacy**

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

## **ONTARIO COMMERCIAL LIABILITY NOTICE**

#### **Notice to Insureds:**

Pursuant to  
the

#### **Freedom Of Information and Protection Of Privacy Act,**

CFC Underwriting Limited is Authorized and Regulated by the Financial Conduct Authority  
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**R.S.O. 1990, c.F.31 (as amended)****Important**

The notice below applies to insurance contracts containing non automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the Superintendent of Insurance.

**Legal authority for collection**

Insurance Act, R.S.O. 1990, c.I.8, section 101(1).

Principal purpose for which personal information is intended to be used Information collected by insurers from insureds or supplied to insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used in monitoring trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to Office of the Superintendent of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

**The Public Official who can answer questions about the collection is:**

Manager, Statistical Services

Financial Services Commission of Ontario

5160 Yonge Street, 17th Floor

Box 85

North York, Ontario M2N 6L9

Telephone: (416) 250-7250

Fax: (416) 590-7070

FOI (11/1999)