

CONTENTS IN STORAGE COVERAGE FORM 04/12 - SECTION I

This policy contains various exclusions and limitations which eliminate or restrict coverage. Read the entire coverage form carefully to determine rights, duties and what is and is not covered.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada.

INSURING AGREEMENT

SECTION I describes the insurance for your property.

SECTION II describes the insurance for your legal liability to others because of bodily injury and property damage.

PROPERTY INSURED: This insurance covers residential household goods being the property of the Insured, or the property of others for which the Insured may be liable or has assumed liability prior to a loss, while in storage within the storage space leased or rented by the insured at the described storage facility.

DEFINITIONS:

"You" and "your" mean the person(s) named as Insured on the Declaration page and, while living in the same household, his or her husband or wife, the relatives of either or any person under 21 in their care. Husband and wife includes a man and a woman who are living together as husband and wife and have so lived together continuously for 3 years or, if a child was born of their union, for a period of 1 year. Only person(s) named on the Declaration page may take legal action against us.

"We" and "us" mean the company providing this insurance.

PERILS INSURED AGAINST: This policy insures against all risks of direct physical loss or damage to the insured property from any external cause, except as hereinafter excluded.

EXCLUSIONS: This policy does not insure:

- A. accounts, bills, currency, deeds, evidences of debt, securities, money, notes, jewelry, watches, precious stones, furs or garments trimmed with fur, explosives or ammunitions, liquor or beer;
- B. livestock, other animals, birds, insects or reptiles
- C. against loss or damage caused by, resulting from, contributed to or aggravated by any of the following:
 1. flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing all whether driven by wind or not;
 2. water which backs up through sewers or drains;
 3. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other opening in such sidewalks, driveways, foundations, wall or floors.
- D. against loss or damage caused by or resulting from wear and tear, gradual deterioration, inherent vice, latent defect, moths, insects, vermin, mildew, wet or dry rot; breakage of glass or similar fragile articles; delay, loss of use or market; dampness or dryness of atmosphere; changes in temperature; contamination; freezing; heating; shrinkage; evaporation; loss of weight; leakage of contents; exposure to light; change in color or texture or finish; rust or corrosion; marring; scratching or crushing;
- E. against loss or damage due to shortage disclosed on taking inventory or unexplained or mysterious disappearance;
- F. against loss or damage caused by or arising out of infidelity of any dishonest act of the Insured committed alone or in collusion with others, by any employee of the Insured, or by any person or persons to whom the insured property may be entrusted;
- G. against loss or damage caused by or resulting from theft, but this exclusion shall not apply to loss by burglary or hold-up. "Burglary" means the felonious abstraction of the insured property from within a building, room or storage space by any persons making felonious entry therein by actual force and violence of which there shall be visible marks made upon the exterior of such building, room or storage space at the place of such entry. The mere absence of a lock or padlock will not constitute visible marks of forcible entry;
- H. loss or damage caused by or resulting from failure of the Insured to use every reasonable means to save and preserve the property insured at and after time of loss;
- I. loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- J. loss or damage caused by contamination by radioactive material;
- K. loss or damage to electrical devices, appliances, or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensues, and then only for such ensuing loss or damage;
- L. loss or damage to perishable goods of any nature, including, but not restricted to, food and growing plants;
- M. loss or damage to 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;
- N. damage to contents due to carelessness or negligence on the part of the moving company and/or the storage facility;
- O. notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequences to the loss. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, or any person or group(s)

or persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear. This exclusion also excludes loss, damage, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- P. Notwithstanding any provision to the contrary within the policy or which this endorsement forms a part, or within any other endorsement which forms a part of this policy. This policy does not insure:
1. property damage; or
 2. bodily injury; or
 3. debris removal; or
 4. loss of use; or
 5. additional living expenses (ALE); or
 6. medical Payments to others; or
 7. personal injury; or
 9. business interruption losses; or
 9. any increase in insured loss, damage cost; or
 10. any loss, cost, expense, fine or penalty which is incurred, sustained or imposed by order, direction, instruction or request of or by agreement with any court, governmental agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation); or
 11. **TOTAL MOLD MILDEW OR OTHER FUNGI EXCLUSION:** Any loss, damage, cost or expense in connection with or arising out of exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mold, mildew, mycotoxins, fungi or organic pathogens. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss to the loss or damage. The term "organic pathogen" or "organic pathogens" means any organic irritant or contaminant including but not limited to the following: mold, fungus, bacteria, or virus including but not limited to their byproducts such as mycotoxins, mildew or biogenaeroso. "Organic pathogen" includes but is not limited to the following fungi or mycotoxins produced by such fungi: *Aspergillus*, *Penicillium*, *Stachybotryschartarum*, *Trichodema*, and *Fusarium Memnoniella*. This exclusion also applies to any claim arising out of allegations of acts or omissions by or on behalf of the Insured in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mold, mildew, mycotoxins, fungi or organic pathogens. There shall be no obligation to defend the Insured against any claim or loss excluded by this endorsement regardless of whether the allegations forming the basis of the claim or loss excluded by this endorsement regardless of whether the allegations forming the basis of the claim or loss are groundless, false, or fraudulent. This exclusion includes but is not limited to (1) any cost, expense or charge to test, monitor, cleanup, remediate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the effects of mold, mildew, mycotoxins, fungi or organic pathogen; or (2) any cost, expense or charge in connection with the actual or alleged discharge, dispersal, seepage, migration, release, escape, exposure to, manifestation, appearance, presence, or growth of mold, mildew, mycotoxins, fungi or organic pathogens.

CANADIAN CURRENCY CLAUSE: It is hereby stated and agreed that the Rates, Premiums, Limit of Insurance, Deductible, and any other values or amounts stipulated in this Policy are in Canadian Currency.

DEDUCTIBLE CLAUSE: Each claim for loss or damage shall be adjusted separately and from the amount of each such adjusted claim the sum stated on the declaration page shall be deducted.

OTHER INSURANCE: Notwithstanding any provision to the contrary which may appear elsewhere in this policy, if other collectible insurance with any other insurer is available to the Insured covering a loss also covered hereunder, except insurance purchased to apply in excess of the limits of liability hereunder, this insurance shall be in excess of and not contribute with such other insurance.

COINSURANCE: This Insurer shall be liable in the event of loss for no greater proportion thereof than the amount hereby insured bears to 100% of the actual cash value (as determined by the valuation clause contained in the wording) of the property insured hereunder at the time such loss shall happen. If this Form covers two or more items, this condition applies to each item separately.

AUTOMATIC REINSTATEMENT: Loss under this policy shall not reduce the applicable amount of insurance hereunder.

CONDITIONS

All of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply with respect to all the perils insured by this Policy except as these Conditions may be modified or supplemented by the Riders or Endorsements attached.

REPLACEMENT COST ENDORSEMENT

1. The Insurer agrees to amend the basis of settlement from actual cash value to replacement cost subject to the following provisions:
 - (a) replacement shall be effected by the Insured with due diligence and dispatch;
 - (b) settlement on a replacement cost basis shall be made only when replacement has been effected by the Insurer and in no event shall it exceed the amount actually and necessarily expended for such replacement;
 - (c) failing compliance by the Insured with any of the foregoing provisions, settlement shall be made as if this endorsement had not been in effect;
 - (d) any other insurance effected by or on behalf of the Insured in respect of the perils insured against by this Policy on the property to which this endorsement is applicable shall be on the basis of replacement cost as defined herein;
 - (e) this endorsement applies separately to each item(s) listed above.

2. Any reference to actual cash value in a coinsurance clause in this Policy is deemed to be a reference to replacement cost of the property insured.
3. In this endorsement,
 - (a) **“replacement cost”** means the cost of replacing, repairing, constructing or reconstructing (whichever is the least) the property on the same site with new property of like kind and quality and for like occupancy without deduction for depreciation; and
 - (b) **“replacement”** includes repair, construction, reconstruction with new property of like kind and quality.
4. In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this endorsement.
5. EXCLUSIONS: This endorsement does not apply to:
 - (a) stock;
 - (b) patterns, dies, moulds;
 - (c) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac or other articles of art, rarity or antiquity;
 - (d) manuscripts and records, meaning books of account, drawings, card index systems and other records, media, data storage devices, and programme devices for electronic electro-mechanical data processing or for electronically controlled equipment;
 - (e) any increase in cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law, all other terms and conditions of this Policy remain unchanged.

TENANTS' LEGAL LIABILITY COVERAGE RIDER - BROAD FORM

The Insurer agrees, subject to the statements contained in the declarations of the policy and the liability declarations (both of which are herein referred to as the declarations), the liability insurance conditions attached to the policy and such additional declarations, exclusions, limitations, conditions and other terms of this rider, as follows:

SCHEDULE

Description of Premises Rented to or Occupied by the Named Insured	Limits of Liability	Premium	Deductible
Location as per attached Certificate	\$500,000.00	INCLUDED	\$250.00

INSURING AGREEMENT

I. COVERAGE C - TENANTS' LEGAL LIABILITY

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as compensatory damages because of property damage caused by accident to structures or portions thereof rented to or occupied by the Named Insured and described in the schedule, including fixtures permanently attached thereto.

II. DEFENCE - SETTLEMENT- SUPPLEMENTARY PREMIUMS

As respects insurance afforded by this policy, the Insurer shall:

- (1) defend in the name and on behalf of the Insured and at the cost of the Insurer any civil action which may at any time be brought against the Insured on account of property damage but the Insurer shall have the right to make such investigation, negotiation and settlement of any claim as may be deemed expedient by the Insurer;
- (2) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
- (3) pay all costs taxed against the Insured in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability;
- (4) pay reasonable expenses incurred by the Insured at the Insurer's request in assisting the Insurer in the investigation or defence of any claim or suit, including actual loss of earnings not to exceed \$25.00 per day.

The amounts so incurred except settlement of claims or suits are payable in addition to the applicable limits of liability.

III. PERSONS INSURED

- (1) Each of the following is an Insured under this insurance to the extent set forth below: if the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (2) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (3) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (4) employees of the Named Insured while acting within the scope of their duties as such;
- (5) any person or organization while acting as real estate manager for the Named Insured.

This insurance does not apply to property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.

EXCLUSIONS

This insurance does not apply to:

- (a) liability assumed by the Insured under any contract or agreement except liability which would attach in the absence of such contract or agreement;
- (b) 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;
- (c) Nuclear Energy Liability - see exclusion herein;
- (d) Environmental Liability - see exclusion herein

LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain property damage, or (3) claims made or suits brought on account of property damage, the Insurer's liability is limited as follows:

- (1) The limit of liability stated in the schedule opposite each location is the total limit of the Insurer's liability with respect to the location for all compensatory damages as a result of any one accident or series of accidents arising out of one event;
- (2)
 - (a) The Insurer's obligation to pay compensatory damages on behalf of the Insured applies only to the amount of compensatory damages in excess of the deductible amount stated in the schedule;
 - (b) The deductible amount applies to all compensatory damages because of property damage as the result of any one accident;
 - (c) The terms of the policy, including those with respect to (i) the Insurer's rights and duties with respect to the defence of suits, and (ii) the Insured's duties in the event of an accident, apply irrespective of the application of the deductible amount;
 - (d) The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer to such part of the deductible amount as has been paid by the Insurer.

PERSONAL LIABILITY COVERAGE RIDER - SECTION II

DEFINITIONS (Application to Section II)

“You” and “your” in this Section have the same meaning as in Section I. In addition, the following persons are insured:

1. any person or organization legally liable for damages caused by a watercraft or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner’s permission;
2. any person while performing duties as your residence employee;
3. your legal representative having temporary custody of the insured premises, if you die while insured by this policy, for legal liability arising out of the insured premises;
4. any person who is insured by this policy at the time of your death and who continues residing on the insured premises.

“We” and “us” in this Section have the same meaning as in Section I.

“Bodily Injury” means bodily injury, sickness or disease or resulting death.

“Property Damage” means damage to, or destruction of, or loss of use of property.

“Residence Employee” in this Section has the same meaning as in Section I.

“Premises” in this Section means all premises shown on the Declaration page where the person(s) named as Insured on the Declaration page, or their spouse, maintains a residence, including seasonal and other residences. This does not include business property or farms. Premises also includes:

1. individual or family cemetery plots or burial vaults;
2. vacant land you own or rent from others, excluding farm land;
3. land where you or an independent contractor is building a one or two family residence which is to be occupied by you;
4. premises where you are residing temporarily or which you are using temporarily, as long as you do not own the premises.

“Business” means a trade, profession or occupation.

“Business Property” means property on which a business is conducted, property rented in whole or in part to others, or held for rental.

“Legal Liability” means responsibility which courts recognize and enforce between persons who sue one another.

COVERAGES

This insurance applies only to accidents or occurrences which take place during the term of this policy.

The amounts of insurance are shown on the Declaration page. Each person insured is a separate insured but this does not increase the limit of insurance.

Unless indicated otherwise on the Declaration page there are:

1. No other residence premises maintained by the Insured or spouse;
2. No watercraft over 8m (26ft) or Outboard over 22KW (30hp) or Inboard over 38KW (50hp) or jet-powered personal watercraft;
3. Not more than one saddle or draft animal;
4. No elevators, escalators or inclinators;
5. No permanent in-servants, out-servants or chauffeurs; and
6. No occupational or business pursuits in residence.

COVERAGE A - LEGAL LIABILITY

We will pay all sums which you become legally liable to pay as compensatory damages because of bodily injury or property damage. Compensatory damages shall not include punitive, exemplary, vindictive or retributory damages.

The amount of insurance is the maximum amount we will pay under one or more Sections of Coverage A, for compensatory damages in respect of one accident or occurrence.

Where legal liability coverage is extended to one or more additional locations any such extension shall be limited to apply to coverage for that specific location only and will not apply to any other location whether shown on this policy or not.

You are insured for claims made against you arising from:

1. **Personal Liability** - legal liability arising out of your personal actions anywhere in the world.
You are not insured for claims made against you arising from:
 - a. the ownership, use or operation of any motorized vehicle, trailers or watercraft, except those for which insurance is shown in this policy;
 - b. damage to property you own, use, occupy or lease;
 - c. damage to property in your care, custody or control;
 - d. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;

- e. bodily injury to you or to any person residing in your household other than a residence employee.
2. **Premises Liability**- legal liability arising out of your ownership, use or occupancy of the premises defined in Section II. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation to your premises.

You are not insured for claims made against you arising from:

- a. damage to property you own, occupy or lease;
 - b. damage to property in your care, custody or control;
 - c. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
 - d. bodily injury to your or to any person residing in your household other than a residence employee.
3. **Employers' Liability** - legal liability for bodily injury to residence employees arising out of and in the course of their employment by you.

You are not insured for claims made against you resulting from the ownership, use or operation of aircraft while being operated or maintained by your employee.

You are not insured for liability imposed upon or assumed by you under any Worker's Compensation Statute.

Defense, Settlement, Supplementary Payments

Under Coverage A, we will defend any suit against you alleging bodily injury or property damage and seeking compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

In addition to the limit of insurance under Coverage A we will pay:

- 1. all expenses which we incur;
- 2. all costs charged against you in any civil action defended by us and any interest accruing after judgment on that part of the judgment which is within the amount of insurance under Coverage A;
- 3. premiums for appeal bonds required in any insured law suit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
- 4. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this policy;
- 5. reasonable expenses, except loss of earnings, which you incur at our request.

COVERAGE B - VOLUNTARY MEDICAL PAYMENTS

We will pay reasonable medical expenses incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your premises. This insurance is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. Medical expenses for residence employees are insured.

The amount of insurance shown on the Declaration page is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay expenses insured by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract.

We will not pay your medical expenses or those of persons residing with you, other than residence employees.

We not pay medical expenses of any person insured by any Worker's Compensation Statute.

Your are not insured for claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which insurance is shown in this policy.

You shall arrange for the injured person, if requested, to:

- 1. give us, as soon as possible, written proof of claim, under oath if required;
- 2. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
- 3. authorize us to obtain medical and other records.

Proofs and authorizations may be given by someone acting on behalf of the injured person.

COVERAGE C - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this insurance to reimburse others for direct property damage caused intentionally by an insured 12 years of age or under.

You are not insurance for claims:

- 1. resulting from the ownership, use or operation of automobiles or watercraft;
- 2. for property you or your tenants own or rent;
- 3. caused by the loss of use, disappearance or theft of property.

Basis of Payment

We will pay whichever is the least of the following:

1. the actual cash value of the property at the time of loss;
2. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
3. the amount shown on the Declaration page.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

Within 60 days after the loss, you must submit to us (under oath if required) a Proof of Loss form containing the following information:

1. the amount, place, time and cause of loss;
2. the interest of all persons in the property affected;
3. the actual cash value of the property at the time of loss.

If necessary, you must help us verify the damage.

SPECIAL LIMITATIONS

Watercraft

Watercraft You Own. You are insured against claims arising out of your ownership, use or operation of watercraft equipped with an outboard motor or motors of not more than 22KW (30hp) in total when used with or on a single watercraft. You are also insured if your watercraft has an inboard motor or an inboard-outboard motor of not more than 38KW (50hp). You are not insured if your watercraft exceeds 8m (26ft) in length or if your watercraft is a jet-propelled personal watercraft.

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the policy. If they are acquired after the effective date of this policy, you will be insured automatically for a period of thirty days from the date of their acquisition.

Watercraft You Do Not Own. You are insured against claims arising out of your use or operation of watercraft which you do not own, but not for damage to the watercraft itself.

Motorized Vehicles

Vehicles You Own. You are insured against claims arising out of your ownership, use or operation of the following:

1. self-propelled law mowers, snow blowers, garden-type tractors; or implements used or operated mainly on your property, provided they are not used for compensation or hire;
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs.

and their trailers.

Vehicles You Do Not Own. You are insured against claims arising out of your ownership, use or operation of any self-propelled land vehicle, amphibious vehicle or air cushion vehicle which you do not own, provided that:

1. the vehicle is not licensed and is designed primarily for use off public roads;
2. you are not using it for business or organized racing.

You are not insured for damage to the vehicle itself.

Trailers

You are insured against claims arising out of your ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a motorized vehicle.

Business and Business Property

You are insured against claims arising out of:

1. your work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
2. your work as a teacher, provided the claim does not include physical disciplinary action to a student or injury to a fellow employee;
3. the occasional rental of your residence to others; rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no part includes more than two roomers or boarders;
4. the rental of space in your residence to others for accidental office, school or studio occupancy;
5. the rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables;
6. activities during the course of your trade, profession, or occupation which are ordinarily incidental to non-business pursuits.

Claims arising from the following business pursuits are insured only if the properties or operations are declared on the Declaration page:

1. the rental of residential buildings containing not more than six dwelling units;
2. the use of part of your residence by you for incidental office occupancy provided that the properties or operations of this business pursuit are declared on the Declaration page.

LOSS OF DAMAGE NOT INSURED

You are not insured for claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. bodily injury or property damage which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy limits or its terrorism;
3. your business or any business use of your premises except as specified in this policy;
4. the rendering or failure to render any professional service;
5. bodily injury or property damage cause by any intentional or criminal act or a failure to act by:
 - a. any person insured by this wording,
 - b. any other person at the direction of any person insured by this wording;
6. the ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
7. the transmission of communicable diseases by any person insured by this wording.

CONDITIONS

Notice of Accident or Occurrence

When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:

1. your name and policy number;
2. the time, place and circumstances of the accident or occurrence;
3. the names and addresses of witnesses and potential claimants.

Co-operation

You are required to:

1. help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask you;
2. immediately send us everything received in writing concerning the claim including legal documents.

Unauthorized Settlements - Coverage A

You shall not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident or occurrence.

Action Against Us - Coverage A

You shall not bring suit against us until you have fully complied with all the terms of this policy, not until the amount of your obligation to pay has been finally determined, either by judgment against you or by an agreement which has our consent.

Action Against Us - Coverage B and C

You shall not bring suite against us until you have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss form has been filed with us.

Insurance Under More Than One Policy

If you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

[1] SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94
LSW 1001 (Insurance)

[2] COMBINED CERTIFICATE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportions of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08
LMA5096 (Combined Certificate)

[3] WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38
NMA464

[4] RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

This policy does not cover

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature directly or indirectly cause by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

3/12/59
NMA 1270

[5] TERRORISM EXCLUSION

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other clause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, or any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2920

[6] LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation), which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses:
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1. above):
 - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

24/11/88
NMA 2340

[7] ELECTRONIC DATE RECOGNITION EXCLUSION (E.D.R.E.)

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 systems, 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; 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.

17/12/97
NMA 2802

[8] NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD) - CANADA

It is agreed that this Policy does not apply:

- (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:
 - (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 substance 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;
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, fabrication 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.

11/10/84
NMA 1978

[9] SERVICE OF SUIT CLAUSE (CANADA) (Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation will 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

LMA5028
10/08/06 Form approved by Lloyd's Market Association

[10] STATUTORY CONDITIONS / CONDITIONS

The conditions as set out below apply to all of the perils insured by this policy either as STATUTORY CONDITIONS or as contractual conditions as the law may require.

Misrepresentation

1. 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.

Property of Others

2. 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.

Change of Interest

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

Material Change

4. Any change material to the risk and within the control and knowledge of the insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the 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 the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, 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.

Termination

5.
 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;
 - (b) by the insured at any time on request.
 2. Where this contract is terminated by the insurer,
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
 3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of the premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
 4. The refund may be made by money, postal or express company money order or cheque payable at par.
 5. The fifteen days mentioned in clause 1(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6.
 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;
 - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the 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) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, and actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
 2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

Fraud

7. 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.

Who May Give Notice and Proof

8. 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.

Salvage

9.
 1. 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 such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
 2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10. 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.

Appraisal

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

When Loss Payable

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

Replacement

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

Action

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

* Two years in the Province of Manitoba and the Northwest and Yukon Territories. Saskatchewan Statutory Condition 14 is repealed. See The Limitations Act, S.S. 2004, c.L-16.1.

Notice

15. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS**Notice to Authorities**

1. Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

No Benefit to Bailee

2. 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.

Pair and Set

3. 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 or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

Parts

4. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

Sue and Labour

5. 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.

Basis of Settlement

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

Subrogation

7. 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.

6/05

LSW1193A

[11] LLOYD'S 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 require or authorized by law

For the purposes identified, personal information may be disclosed at Lloyd's related or affiliated organizations or companies, their agents/mandataries and to certain non-related or unaffiliated organizations or companies.

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

07/15
LSW 1543

[12] LLOYD'S POLICYHOLDERS' COMPLAINT PROTOCOL

1. If you have a complaint with any aspect of your Lloyd's insurance, please refer to the broker/agent who arranged your policy for you.
OR
2. You may contact the Insurance Bureau of Canada and avail yourself of the services of *the General Insurance OmbudService (GIO)*, who will contact Lloyd's on your behalf. The GIO can be reached at:

IV.	British Columbia Atlantic Provinces	Yukon & Ontario	Prairies & NWT	Nunavut & Québec
(604) 684-3635; toll-free: 1-877-772-3777	(416) 362-9528 toll-free: 1-800-387-2880	(780) 423-2212 toll-free: 1-800-377-6378	(514) 288-6015 toll-free: 1-800-361-5131	(902) 429-2730 toll-free: 1-800-565-7189

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

3. Should you be dissatisfied with the outcome of your broker's resolution or with the GIO's assistance, please submit your written complaint to:

Lloyd's Canada Inc.
Broker & Management Services
1155 rue Metcalfe, Suite 1540
Montreal, Quebec
H3B 2V6

Tel: 1-877-4LLOYDS
Fax: (514) 861-0470
Email: lineage@lloyds.ca

Your written complaint will be forwarded to Lloyd's Complaints 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.

4. If you are dissatisfied with Lloyd's final letter, you may ask the GIO to arrange for mediation. Mediation is not available until Lloyd's has issued its final letter of position on your complaint.

Form GIO
LSW1542

[13] LLOYD'S UNDERWRITERS CODE OF CONSUMER RIGHTS & RESPONSIBILITIES

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 with 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 www.gio-scad.org where your complaint may be referred to an independent Mediator or Senior Adjudicative Officer.

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. The 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.

12/08
LSW 1565A

[14] INSURE IN CANADA A RISK

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada.

01/10
LSW 1669

[THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]