1534196 ONTARIO INC.
5460 CANOTEK ROAD, 110
GLOUCESTER ON K1J 9H2

Your Aviva Enterprise insurance policy for Contractors
Policy number 81913536 starting on November 13, 2025
Your insurance coverage is provided by Aviva Insurance Company of Canada.

Dear Sir/Madam,

Thank you for renewing your insurance policy with us through your insurance broker.

What's included in your package

- Payment Summary
- Policy declarations
- Policy Wordings

If you have any questions about your policy, please contact your insurance broker.

Your Insurance Broker BROKERLINK INC.
100-6 ANTARES DR., PHASE III
OTTAWA ON K2E 8A9
Tel. (613) 596-9697

Aviva Insurance Company of Canada is a subsidiary of Aviva Canada Inc.

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Do you need to make a claim?

Call your broker or call us at
1-866-MYAVIVA (1-866-692-8482)
to report a claim.

When the unexpected happens, you can expect 24/7 support from our Claims Care Advisors to help you get things back to normal as quickly as possible.

We have a dedicated team of claims relationship managers who understand the needs of your business when it matters the most. They work closely with your broker to help you keep your business running after a claim.

Premiere Vendor Network

Get service, repairs and treatments quickly following a claim.

- **Premiere Contractor Network**
  High quality repairs to your property, backed by a lifetime workmanship guarantee.
- **Premiere Auto Repair Centres**
  Carefully selected auto repair centres provide quick service and includes a lifetime guarantee.
- **Premiere Healthcare***
  Helps you or your employees receive timely and appropriate health care services following an auto accident.
  *Program not available in Quebec

Once your claim is submitted, we'll connect you with a Claims Representative. They will work with you to find the best vendor for your claim.

Summary of Changes

You have received a new version of policy wording(s). This summary outlines the key changes to your policy that will be **effective on** November 13, 2025. Please read your policy documents to ensure you understand your insurance coverage.

Enterprise commercial insurance policy Policy number: 81913536

912000-04 Business Income Actual Loss Sustained Form	We have made several updates to this form. Please see your policy wording for complete details. The language in this form has been updated to clarify how coverage is provided. For example: **Section V** has the following changes: • We have added the Waiting Period condition to clarify how the waiting period applies in the event of loss.
914000-04 Equipment Breakdown Insurance Form	**Section III. Exclusions f. Fire, smoke or combustion explosion** The language in this form has been updated to clarify the coverage intent and align the translation between English and French version of the wording. The change only applies to the French policies.
914001-04 Business Income Actual Loss Sustained Form Equipment Breakdown	We have made several updates to this form. Please see your policy wording for complete details. The language in this form has been updated to clarify how coverage is provided. For example: **Section V** has the following changes: • We have modified the Waiting Period condition to clarify how the waiting period applies in the event of loss.
919200-01 Aviva Cyber Insurance for Business Form	This form is no longer available and has been replaced with the updated 919200-02.
919200-02 Aviva Cyber Insurance for Business Form	**Aviva Cyber Insurance for Business has been enhanced!** Your Aviva Cyber Insurance for Business product has been enhanced as follows. Please note that some of these changes may not apply to you, depending on which coverage package you have purchased. Please speak with your Broker if you have any questions: **Clarified Definitions:**

- **"Claim"** has been amended to remove the requirement for confirmed coverage under **Coverage A - Data Compromise Response Expense** as a precondition to coverage eligibility under **Coverage D - Data Compromise Liability,** to clarify intent for independent trigger of each coverage section.
- **"Insured"** has been broadened from applying to the "named insured" only, to include "employees" and "executives" for all third-party coverages under the policy (listed below):
  - **Coverage D - Data Compromise Liability**
  - **Coverage E - Network Security Liability**
  - **Coverage F - Electronic Media Liability**
- **"Personal data compromise"** - Removed requirement for the disposal of or abandonment of "personally identifying information" or "personally sensitive information" to take place during the policy period to allow for potential third-party coverage triggers.

Added flexibility regarding application of sub-limits:

- The $25 per "affected individual" sub-limit under **Coverage A - Data Compromise Response Expense** has been removed, to allow for a more flexible application of the $5,000 policy level sub-limit.

Coverage expansions:

- Under **Coverage D - Data Compromise Liability**, the two-year period restriction regarding the "insured's" receipt of a "claim" or "regulatory proceeding" has been removed.
- Under **Coverage E - Network Security Liability** and **Coverage F - Electronic Media Liability**, the two-year period restriction regarding the "insured's" receipt of a "claim" has been removed.

Exclusion Clarifications:

- Exclusion 4: **Criminal, dishonest, or fraudulent act, error or omission** - Replaced reference to "directors, partners, or trustees" with definition of "executive" for streamlining and consistency purposes.
- Exclusion 10 - **Intentional mishandling of personal information** - Clarified that the exclusion applies to the "named insured's" or "executive's" actions. Clarification required given broadened definition of "insured".
- Exclusion 15 - **Personal data compromise before policy period** - heading amended to read as "Personal data compromise before coverage term".
- Exclusion 18 - **Publication** - Clarified that the exclusion applies if the publication is done by either the "named insured" or an "executive" or by an "employee" at the direction of an "executive" or the "named insured", with knowledge of its falsity. Clarification required given broadened definition of "insured".

It's important to understand all the details of your policy. Your insurance broker can provide you with assistance if you have questions on how these changes affect your coverage or with any additional insurance needs.

You have taken an important step to improve your cyber security.

Thank you for purchasing the **Aviva Cyber Insurance for Business** coverage.

Aviva Cyber Insurance for Business offers first-party (compensation that is directly made to you as a result of a covered claim) and third-party (defence costs and compensation to another party when you are liable for damages) cyber coverages. The coverage is complimented with 24/7 cyber incident preparation and service response backed by Cyberscout.

Key coverage features

The key features of your coverages, available in comprehensive format or via streamlined options, are outlined below. Some of these features may not apply to you, depending on which coverage option you have purchased. Please review your Policy Declarations and speak with your broker if you have any questions.

- Coverage A: Data Compromise Response Expenses: Provides resources to respond to and manage a breach resulting in the loss of personal information.
- Coverage B: Computer Attack: Covers the costs to replace, re-create, or restore data and restore systems following a hack, malware attack, or denial of service attack. Includes coverage for loss of income, extra expenses, and public relations services.
- Coverage C: Cyber Extortion: Covers the costs to eliminate a cyber extortion threat and for the costs of hiring a negotiator or investigator to eliminate the threat.
- Coverage D: Data Compromise Liability: Covers defence and settlement costs resulting from litigation arising from loss of personal information due to data compromise incident.
- Coverage E: Network Security Liability: Covers defence and settlement costs for litigation resulting from a failure in system security, or due to the loss of third-party corporate data.
- Coverage F: Electronic Media Liability: Covers defence and settlement costs for infringement, defamation, or privacy violation litigation arising from the posting of information on your business' website.
- Coverage G: Identity Recovery: Covers expenses incurred to recover after an identity theft incident impacting a business owner, partner, or executive, including case management and expense reimbursement for out-of-pocket costs, legal expenses, lost wages, and child or elder care.
- Coverage H: Misdirected Payment Fraud: Reimburses funds that are lost due to criminal deception affecting your business or the deception of your financial institution to send money to a fraudulent destination.

Your coverage applies globally with respect to first-party coverages and within Canada and the United States (though claims must be brought in Canada) for third-party coverages.

Cyber incident preparation and response

In addition to your coverage, you now have access to our *Cyber Incident Preparation and Response Portal* supported by Cyberscout.

Once enrolled, you can take advantage of tools and services designed specifically for businesses like yours. These services will help compliment your cyber security and support you when your business is affected by cyber crime.

Services include:

- Tips and guidance for cyber safety
- Cyber security education, including resources and articles
- Cyber security self-assessment & risk calculator
- Sample cyber incident response plan template
- Sample data breach notification communications
- Cyber incident response support

Create an account to get started

When you visit the site for the first time, you'll be asked to enter an access code to set up your account.

Visit: https://aviva.breachresponse.ca/
Username: AvivaPrimeCanada
Password: AvivaPrime1User

Please call the Resolution Centre at 1-844-398-1919 if you are experiencing issues creating your online account or require access support.

How to report a cyber claim and/or receive incident support

A cyber claim should be filed immediately after a known or suspected cyber security breach, data privacy breach, or other cyber event. Do not voluntarily make any payment, assume any obligation, or incur any expense without Aviva's prior written consent.

Aviva Cyber toll-free number: 1-844-398-1919

Be sure to have your policy number and company details available when you call.

Talk to your broker today to learn more about our comprehensive Aviva Cyber Insurance for Business form and the additional services offered.

The content contained in this document is for information purposes only. Services are provided through Aviva Canada Inc. contracted third party service providers, including Sontiq, Inc., a TransUnion company. The insurance products described are subject to terms, conditions, restrictions, and exclusions, which are outlined in our final policy wording. Please speak with your Aviva insurance broker if you would like to learn more. Aviva insurance products are underwritten by insurers in the Aviva Canada group of insurance companies, which are subsidiaries of Aviva Canada Inc. Aviva and the Aviva logo are trademarks used under license from the licensor. Cyberscout is a trade name subject to rights of Sontiq, Inc.

Aviva **Business**
Legal Helpline Service

Free legal assistance for your business

If you have a legal problem affecting your business and require information about your legal rights and options, the ***Aviva Legal Helpline service***[1] is here for you.

Call **1-800-564-7636** to receive free confidential general legal assistance and information[2] by telephone from a lawyer.

- Accessible 24 hours a day, 7 days a week
- ***Unlimited call duration*** and ***unlimited calls*** during the policy term

Aviva Legal Helpline service could save your business over $700 when compared to the cost of purchasing similar services! [3]

It's easy to talk to a lawyer
Legal services[2] are available for your business across most areas of law, including employment, taxation, civil litigation, and more.

What you need to know:

- All call services are provided by a lawyer
- Legal information is only provided over the telephone
- Your policy number and company name (or your first and last name) are required to access the service
- Information discussed is subject to solicitor-client privilege
- Legal information provided is based on applicable provincial and federal laws of Canada

Access free legal assistance at
1 800 564-7636

Save Time | Save money[3] | Help Mitigate Legal Risk

[1] The Aviva Legal Helpline service is provided by ARAG Legal Solutions Inc. (ARAG) via Assistenza International on behalf of Aviva Insurance Company of Canada.

[2] Legal information provided through the Aviva Legal Helpline service is Summary Legal Information. Refer to the "Legal Helpline Services Terms and Conditions" page included with your policy for complete details, including excluded services, terms, limitations and conditions.

[3] Savings value provided by ARAG Legal Solutions Inc. $720 value based on 2.8 calls per helpline case, 40-minute average duration, and an average cost for an experienced Canadian lawyer of- $400 per hour..

Legal Helpline Services Terms and Conditions

This document certifies that you have access to the Legal Helpline, provided by ARAG Legal Solutions Inc. (ARAG) on behalf of Aviva Insurance Company of Canada (Aviva) as an additional benefit for being a policyholder. To access this service, please call: **1-800-564-7636**.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

By using the services provided under the Legal Helpline, you agree to and accept the following:

"you" and "your" refer to the Aviva policyholder who has been provided the Legal Helpline by Aviva Insurance Company of Canada. This includes the directors, officers, partners, and managers of your business.
"Aviva", "we", "our" and "us" refer to Aviva Insurance Company of Canada.
"Policy" means your Aviva commercial insurance policy.

Legal Helpline

The Legal Helpline is available 24 hours a day, 7 days a week.

For general legal assistance on any matter, please call: **1-800-564-7636**. For verification purposes, please be prepared to provide:
1. your policy number; and
2. your company name or your first and last name.

ARAG will provide you access to a Legal Helpline through which you can receive Summary Legal Information. Lawyers will provide bilingual Summary Legal Information to you which is confidential general legal assistance and information over the phone relating to any legal problem affecting your business, to help determine your legal rights and options under the laws of the applicable province or territory and the federal laws of Canada.

The legal information that the Legal Helpline service provides will be Summary Legal Information and does not include:
1. performing case-specific legal research;
2. the dictation of letters, or any legal documents; or
3. document review.

Summary Legal Information includes but is not limited to all business legal matters of the following nature:
1. civil litigation;
2. criminal;
3. employment;
4. family;
5. immigration;
6. wills & estates;
7. residential landlord & tenant;
8. residential real estate;
9. taxation;
10. strata/condo law;
11. First Nations;
12. education;
13. firearms; and
14. public bodies (including municipalities and children's aid societies).

The Helpline will not provide Summary Legal Information:
1. on any written material or through any means of communication that is in any format other than orally presented over the telephone.
2. which, in the opinion of our representatives, is to help counsel you in the committing of or the continuation of fraud or any illegal act.
3. which involves a dispute against ARAG, us, or one of our affiliates, subsidiaries, brokers or agents.
4. concerning insurance-related questions including but not limited to questions involving claims.

General Conditions

The Legal Helpline is subject to the following conditions:
1. Calls to this service may be recorded.
2. The Legal Helpline service will terminate concurrently upon the expiry of this policy.
3. Aviva may also terminate the Legal Helpline service upon renewal or, at any time by providing you with written notice.
4. The Legal Helpline does not provide coverage or reimbursement for any legal fees incurred by you.
5. ARAG and Aviva will not accept responsibility if the helpline service is unavailable for reasons they cannot control.
6. AVIVA AND ITS SUBSIDIARIES DISCLAIM ALL LIABILITY ARISING FROM ANY INFORMATION, ASSISTANCE, PRODUCTS AND/OR SERVICES PROVIDED BY A LAWYER, SERVICE PROVIDER, OTHER PROFESSIONAL, UNDER THE LEGAL HELPLINE SERVICES.

Line: COM Company: 04 Branch: 08

Aviva Insurance Company of Canada
2100-112 Kent Street
Tower B
Ottawa, ON
K1P 5P2

Please visit us at: **aviva.ca**

Renewal Policy Notice

1534196 ONTARIO INC.
5460 CANOTEK ROAD, 110
GLOUCESTER ON K1J 9H2

If you have any inquiries regarding your policy, please contact your broker:

BROKERLINK INC.
100-6 ANTARES DR., PHASE III
OTTAWA
ON K2E 8A9

Tel. (613) 596-9697

BROKERLINK INC. in partnership with **Aviva Insurance Company of Canada**, is pleased to enclose the renewal of your Commercial policy. Please review your policy to ensure that all the information is accurate, as the coverage and premiums are based on the information provided.

Policy Number: **81913536**

Policy Type: **COMMERCIAL**

Pay Plan: **Pre-Authorized Chequing**

Policy Transactions for Account Number 50450725

Policy Number	Effective Date	Description	Premium	Finance Charge	Sales Tax	Total
81913536	November 13, 2025	Renewal Policy	$5,292.00	$158.76	$423.36	$5,874.12
				Total Amount Due:		**$5,874.12**

Named Insured:
1534196 ONTARIO INC.
5460 CANOTEK ROAD, 110
GLOUCESTER ON
K1J 9H2

Your summary and payment schedule is shown on the back of this page.

If you need to change your banking information, or if you'd like to change your payment method, please complete the following authorization form, or notify your broker at least 15 business days prior to your next withdrawal.

Aviva Insurance Company of Canada
10 Aviva Way
Suite 100
Markham ON L6G 0G1

Summary of Account Number 50450725

Policy Number	Description	Premium
81913536	Balance owing	$5,874.12
	Total Amount Due:	**$5,874.12**

Payment Schedule

October 17, 2025	$489.51	April 13, 2026	$489.51
November 13, 2025	$489.51	May 13, 2026	$489.51
December 13, 2025	$489.51	June 13, 2026	$489.51
January 13, 2026	$489.51	July 13, 2026	$489.51
February 13, 2026	$489.51	August 13, 2026	$489.51
March 13, 2026	$489.51	September 13, 2026	$489.51

- Pre-authorized payments, from your bank account, will be withdrawn automatically as scheduled.
- A $50.00 service charge will be levied against payments returned by the bank due to insufficient funds or payments not cleared.

EFT Authorization Form (H1 Compliant)
Pre-authorized monthly payment from bank account

☐ New request ☐ Change to existing information

Insured Name: 1534196 Ontario Inc.

Account Number: 50450725

Brokerage Name and Contact Information: BROKERLINK INC.
100-6 ANTARES DR., PHASE III
OTTAWA ON K2E 8A9
Tel: (613) 596-9697

Consent and Disclosure
My/Our signature confirms that

- I/We have been provided with details of and understand the terms and conditions of the payment plan by automatic withdrawals from my/our financial institution.
- I/We hereby authorize the named financial institution below to debit my/our account for all payments payable to: **Aviva Insurance Company of Canada or any of its associated insurance companies** to which my policy may be transferred to at a later date (the "Insurer").
- I/We understand that this authorization may be cancelled by me/us upon written notice, at least 15 days before the next scheduled payment. I/We may obtain a sample cancellation form, or further information on my/our right to cancel a payment authorization agreement, or more information about Pre-Authorized Debiting at my/our financial institution by visiting www.cdnpay.ca, or through contacting my/our insurance company at www.aviva.ca.
- I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this payment authorization agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.
- I/We warrant and guarantee that all persons whose signatures are required to sign on this account have signed this authorization below.
- If there is a change in premiums due to a change in coverage or upon renewal, the amount of the monthly withdrawal will automatically be changed.
- I/We will ensure that funds are available on each due date and understand that Non-Sufficient Funds transactions may result in one or all of the following:
  1. A second presentation or attempt to withdraw funds 2. A second withdrawal notice 3. Cancellation of my/our policy
- I/We have received a copy of this authorization and have read and understood these terms and conditions.
- For pre-authorized debits, I/we shall receive, with respect to the debiting of fixed-amount payments, written notice from the Insurer, the amount to be debited and the due date(s) debiting, at least 10 calendar days prior to the date of the first payment, and such notice shall be received each time there is a change in the amount of payment.
- The account that my/our financial institution is authorized to draw upon is indicated below. A specimen cheque has been marked 'void' or PAD form and attached to this authorization.
- I/we undertake to inform my/our insurer, in writing, of any change in the account information provided in this authorization prior to the next payment due date.
- I/We understand that this authorization is continuous and will automatically apply to the renewal terms, unless instructed differently.
- I/We authorize my/our Insurer to collect or use my/our personal information for the purpose of this authorization for the automatic withdrawals for payment of my/our insurance premiums. I/We authorize my/our Insurer to disclose any personal information contained in this authorization form to its financial institution to the extent disclosure is directly related to and necessary for the proper execution of the pre-authorized debit transaction for the policy number(s) noted above.
- I/We may withdraw my/our consent to collect, use or disclose my/our personal information for the purpose of this authorization for automatic withdrawals for payment of my/our insurance premiums. Withdrawal of my/our consent will result in cancellation of this authorization for automatic withdrawals for payment of my/our insurance premiums, in which case I/we must make other arrangements for payment of my/our insurance premiums.

Bank account information

Branch/Transit #	Bank #	Bank Account # ☐ Personal ☐ Commercial
Name and address of Financial Institution:		
Signature(s) as shown on bank records (If different from signature below)		
Today's date:	Preferred payment date:	
Authorized/Insured's signature	Authorized/Insured's signature	

Attach a sample cheque marked 'VOID' or a pre-authorized debit form (PAD form) from your financial institution and return to your broker.

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

Policy declarations

Named Insured

1534196 ONTARIO INC.
5460 CANOTEK ROAD, 110
GLOUCESTER ON K1J 9H2

Your Broker

BROKERLINK INC.
100-6 ANTARES DR., PHASE III
OTTAWA
ON K2E 8A9

Aviva Enterprise Contractors Policy

Your policy number: 81913536

Effective November 13, 2025 at 12:01 am
to November 13, 2026 at 12:01 am
(local time at the postal address)

Your policy premium is $5,292

Your insurance coverage is provided by
Aviva Insurance Company of Canada
2100-112 Kent Street
Tower B
Ottawa, ON K1P 5P2

Change description

New version of form(s) attached - 912000-04,914000-04,914001-04,91400A-04,919200-02

The only insurance afforded by this policy is that which is provided by the forms indicated below. Reference should be made to the applicable forms for details.

Conditions, Forms and Endorsements applicable to the entire policy

Form number	Form name	
910000-02	Policy Conditions	
910001-06	Property, Business Income, Inland Marine, Crime and Equipment Breakdown Common Conditions and Exclusions	
910002-02	Liability Conditions	

Location 1
Premium: $1,453

Address: 5460 CANOTEK ROAD, 110, OTTAWA ON K1J 9H2
Insured occupancy/operation: COMMERCIAL CONDO UNIT OWNER
Other occupancy: OCCUPIED BY INSD. AS OFFICE AND SPRAY WORK AREA
Construction: NON-COMBUSTIBLE BUILDING
Loss, if any, is payable to: THE INSURED

Forms and endorsements applicable to Location 1

Form number	Coverage		Deductible ($)	Co-insurance	Limits of insurance ($)		
	PROPERTY						
911000-07	Property Insurance						

CONTINUED ON NEXT PAGE

Form number	Coverage		Deductible ($)	Co-insurance	Limits of insurance ($)		
	Equipment		1,000	90%	177,100		
	Stock		1,000	90%	70,800		
911516-02	Water Damage Deductible Endorsement		5,000		Included		
911255-02	Condominium Unit Owners Endorsement						
	Contingent Condo Unit		See Schedule		See Schedule		
	Difference in Deductible		1,000		10,000		
	Lock Replacement				5,000		
	Lost key(%): 10						
	Loss Assessment		1,000		100,000		
	Trustee Fees				50,000		
911301-02	Earthquake Shock Endorsement	Minimum	5% 100,000		Included		
911302-02	Flood Endorsement		25,000		Included		
911306-01	Sewer Back Up Endorsement		5,000		Included		
	EQUIPMENT BREAKDOWN						
914000-04	Equipment Breakdown Insurance Form		1,000		247,900		
	CRIME						
915000-02	Crime Form						
	B. Money, Securities and Other Property				10,000		
	Supplementary Coverages						
	Medical Expense Incurred from Robbery				Included		
	Each Person				5,000		
	Annual Aggregate				10,000		

Policy level
Premium: $1,082

Description of operations: INTERIOR/EXTERIOR PAINTING CONTRACTOR
25% CABINET PAINTING

Forms and endorsements applicable to this policy

Form number	Coverage		Deductible ($)	Co-insurance	Limits of insurance ($)		
	PROPERTY						
911000-07	Group One - Blanket		1,000		250,000		
	Automatic Fire Suppression Recharge				Included		
	Brands and Labels				Included		
	Building damage by theft				Included		
	Landscaping and Growing Plants				Included		
	Master Key				Included		
	Newly acquired Business Contents				Included		
	Personal Effects - Officers - Employees, Customers and Guests				Included		
	Seasonal Stock				Included		
	Group Two - Additional Limits				Included		
	Accounts Receivable				250,000		

CONTINUED ON NEXT PAGE

Form number	Coverage		Deductible ($)	Co-insurance	Limits of insurance ($)		
	Building and Business Contents - Newly acquired locations		1,000		1,500,000		
	Building Improvements /Betterment - Course of Construction		1,000		250,000		
	Building Upgrade				50,000		
	Business Contents away from Premises		1,000		50,000		
	Business Contents in transit		1,000		50,000		
	Business Property at Residence		1,000		10,000		
	By-laws				100,000		
	Catch all Aggregate				50,000		
	Cleanup Expenses for Land and Water Pollution Aggregate		1,000		50,000		
	Confiscated or Seized property		1,000		25,000		
	Debris Removal				250,000		
	Environmental Upgrade Aggregate				250,000		
	Errors and Omissions		1,000		50,000		
	Expediting Expense				50,000		
	Extra Expense				50,000		
	Exterior Paving		1,000		50,000		
	Fine Arts with Schedule				Not Covered		
	Fine Arts without Schedule		1,000		50,000		
	Fire Fighting Expenses				100,000		
	Damage by Animals or Insects		1,000		10,000		
	Inspection and Approval Costs				10,000		
	Installation Floater		1,000		100,000		
	Professional Fees		1,000		100,000		
	Earthquake Deductible - Installation Floater				Not Covered		
	Flood Deductible - Installation Floater				Not Covered		
	Reward				10,000		
	Stock Contamination		1,000		25,000		
	Stock Spoilage		1,000		25,000		
	Distance (kms): 25						
	Valuable Papers and Records				100,000		
	Valuable Property		1,000		1,000		
911261-01	Sustainable Property Endorsement						
	Sustainable Landscaping - Build Back Better				25,000		
	Carbon Offset Expense Reimbursement				250		
	Building Upgrade - Enhanced Build Back Better Aggregate				50,000		
	Environmental Upgrade - Enhanced Build Back Better Aggregate				250,000		
	Environmental Certification Expense Reimbursement				25,000		
	BUSINESS INCOME						
912000-04	Business Income Actual Loss Sustained Form						
	Indemnity Period (Months): 12						
	Waiting Period Hour(s): 24						
	Group One Blanket				250,000		
	Accountants' Fees				Included		
	Fines and Penalties				Included		

CONTINUED ON NEXT PAGE

Form number	Coverage		Deductible ($)	Co-insurance	Limits of insurance ($)		
	Leasehold Interest				Included		
	Newly Acquired Locations				Included		
	Group Two -Additional Limits				Included		
	Contingent Business Interruption				50,000		
	Utilities Service Interruption				25,000		
	Distance(km): 25						
	Group Three - Time/Distance Limits				Included		
	Mortgage Rate Guarantee				25,000		
	Ordinary Payroll Expenses						
	Ordinary Payroll - Business Income Indemnity Period				Included		
	Restricted Access				10,000		
	Time Period Day(s): 30						
	INLAND MARINE						
913003-02	Contractors' Equipment Floater - Broad Form						
	Contractor's Equipment incl Rented , Leased or Borrowed - Blanket	Minimum	2% 1,000	100%	25,000		
	Tools		1,000	100%	10,000		
	Group One - Blanket		1,000		100,000		
	Employees Tools and Clothing				Included		
	Fire Extinguishing Equipment Recharge				Included		
	Group Two - Additional Limits				Included		
	Cleanup Expenses for Pollution Annual Aggregate		1,000		50,000		
	Confiscated or Seized property				25,000		
	Debris Removal				50,000		
	Expediting Expense				50,000		
	Fire Fighting Expenses				5,000		
	Newly Acquired Contractors Equipment		1,000		250,000		
	Rental Reimbursement - Loss of Use				50,000		
	Reward				10,000		
	EQUIPMENT BREAKDOWN						
914001-04	Business Income - Actual Loss Sustained - Equipment Breakdown						
	Indemnity Period (Months): 12						
	Waiting Period Hour(s): 24						
	Supplementary Coverages						
	Group One - Blanket				50,000		
	Accountants' Fees				Included		
	Fines and Penalties				Included		
	Leasehold Interest				Included		
	Newly Acquired Locations				Included		
	Group Two - Additional Limits						
	Contingent Business Interruption				100,000		
	Waiting Period Hour(s): 24						
	Internet Service Provider				25,000		
	Utilities Service Interruption				25,000		
	Distance (kms): 1						
	Waiting Period Hour(s): 24						
	Group Three - Time/Distance Limits						
	Mortgage Rate Guarantee				25,000		

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Form number	Coverage		Deductible ($)	Co-insurance	Limits of insurance ($)		
	Ordinary Payroll Expenses						
	Ordinary Payroll - Business Income Indemnity Period				Included		
	Restricted Access				10,000		
	Time Period Day(s): 30						
914000-04	Group One - Blanket		1,000		500,000		
	Ammonia Contamination				Included		
	Brands and Labels				Included		
	Hazardous Substances				Included		
	Research and Development Costs				Included		
	Group Two - Additional Limits						
	By-laws				100,000		
	Catch All Aggregate				50,000		
	Data Coverage		1,000		100,000		
	Data Processing Equip and Media at Residence		1,000		100,000		
	Data Processing Equip and Media - Off Premises		1,000		100,000		
	Debris Removal				250,000		
	Environmental Upgrade Aggregate				250,000		
	Errors and Omissions				10,000		
	Expediting Expense				50,000		
	Extra Expense		1,000		50,000		
	Distance(km): 25						
	Fluid Escape				50,000		
	Inspection and Approval Costs				10,000		
	Newly Acquired Locations				1,500,000		
	Professional Fees				10,000		
	Stock Spoilage	Minimum	10% 1,000	80%	10,000		
	Distance(km): 25						
	CRIME						
915000-02	Crime Form						
	A. Employee Dishonesty				25,000		
	C. Counterfeit Currency and Money Orders				10,000		
	D. Forgery, Alteration, Credit Card and AT Card				10,000		
	E. Electronic Fraud and Funds Transfer Fraud				10,000		
	F. Property in Safety Deposit Boxes				10,000		
	G. Incoming Cheque Forgery				10,000		
	Supplementary Coverages						
	Client or Customer Property		1,000		10,000		
	Professional Fees				10,000		
915505-01	Social Engineering Exclusion				Included		

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Liability level
Total or advance liability premium: $2,757
Minimum retained liability premium: $1,505

Forms and endorsements applicable to this policy

Form number	Coverage		Deductible ($)	Limits of insurance ($)	
	LIABILITY				
916000-04	General Liability Form				
	A. Bodily or Mental Injury and Property Damage			Included	
	Each Occurrence	Bodily / Mental Injury Property Damage	1,000 1,000	5,000,000	
	Products-Completed Operations Aggregate			5,000,000	
	B. Personal and Advertising Injury - Any one person or organization			5,000,000	
	C. Tenant's Property Damage Liability - Any one premises		1,000	500,000	
	D. Voluntary Medical Payments - Any one person			50,000	
	Employer's Liability			Included	
916300-03	Additional Insured (GL) Endorsement			Included	
916307-01	Condominium Unit Owner's Liability - Loss Assessment Endorsement			100,000	
916351-01	Limited Contingent Wrap-Up Endorsement - Difference in Condition/Deductible/Limits			Included	
	Difference in deductible limit ($) : 10000				
916015-02	Employee Benefits Liability				
	Each Employee Limit		1,000	5,000,000	
	Aggregate			5,000,000	
916019-01	Contingent Elevator and Hoist - Each Occurrence		1,000	100,000	
916100-01	SPF 6 - Non-Owned Auto Insurance (Including SEF 94, 96 and 99)				
	Applicant's Business of: Interior/ Exterior Painting - No Spray Painting				
	Applicant's Business of: Painting of Cabinets and Installation				
	Third Party Liability			5,000,000	
	SEF 94 Legal Liability for Damage to Hired Automobiles		1,000	100,000	
916550-01	O.E.F. 98B Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement			Included	
	CYBER COVERAGE				
919200-02	Aviva Cyber Insurance for Business				
	Cyber Insurance Annual Aggregate Limit: Data Compromise Response Expenses		1,000	25,000	
	A. Data Compromise Response Expenses				
	Limit of insurance		1,000	25,000	
	Sublimit Per Occurrence				
	Public Relations			5,000	
	Named Malware			25,000	
	B. Computer Attack			Not Covered	
	Limit of insurance			Not Covered	
	Sublimit Per Occurrence			Not Covered	
	Public Relations			Not Covered	

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Form number	Coverage		Deductible ($)	Limits of insurance ($)	
	C. Cyber Extortion			Not Covered	
	Limit of insurance			Not Covered	
	D. Data Compromise Liability			Not Covered	
	Limit of insurance			Not Covered	
	Sublimit Per Occurrence			Not Covered	
	Named Malware			Not Covered	
	E. Network Security Liability			Not Covered	
	Limit of insurance			Not Covered	
	F. Electronic Media Liability			Not Covered	
	Limit of insurance			Not Covered	
	G. Identity Recovery			Not Covered	
	"Annual Aggregate Limit per ""Identity Recovery Insured"" "			Not Covered	
	Sublimit Per Occurrence			Not Covered	
	Lost Wages And Child And Elder Care Expenses			Not Covered	
	Mental Health Counseling			Not Covered	
	Miscellaneous Unnamed Costs			Not Covered	
	H. Misdirected Payment Fraud			Not Covered	
	Limit of insurance			Not Covered	

Liability rating schedule

Attached to and forming part of form 916000

Classifications	Industry code	Rating basis	Rating amount	Rating method	Rate
Interior/ Exterior Painting -No Spray Painting -No Paint Storage	1754-30	Revenue	490,000	Per Thousand	2.996
Painting and Installation of Cabinets	1752-30	Revenue	210,000	Per Thousand	4.090

Authorized Signature of Insurer
Corporate Secretary

President and Chief Executive Officer

Cancellation of policy

If you wish to cancel this policy, please sign the following and return this certificate to your agent.

In consideration of A RETURN PREMIUM to be calculated as provided in the policy conditions and to be paid by, the Insurer to the Insured, this policy is hereby cancelled.

Date _____

_____
Signature of insured

PAYEE, if any, must discharge interest by signing this Form.

_____
Payee

FOR FURTHER INFORMATION, CONTACT YOUR BROKER AT (613) 596-9697

Policy Number: 81913536
Effective Date: November 13, 2025

Schedule of Named Insureds

1534196 Ontario Inc.

operating as
Axcell Painting

operating as
OTTAWA CABINET PAINTING

Schedule of Additional Insureds

Attached to and forming part of Form 916300-Additional Insured (GL) Endorsement

TELESAT LEO INC
160 ELGIN STREET, SUITE 2100
OTTAWA, ONT, K2P 2P7

PAINTING CONTRACTOR

Schedule of Items

Location 1
Attached to and forming part of Form 911255 - Condominium Unit Owners Endorsement

Item	Description	Limit ($)	Deductible ($)
	Contingent Condo Unit		
1	Unit 110 - 5460 Canotek Rd, Gloucester, ON	135,500	1,000

I. INDEMNITY AGREEMENT

The Insurer will indemnify the Insured for the actual loss of "business income" sustained by the Insured during the "indemnity period" as shown on the "Policy Declarations" directly resulting from the necessary interruption of the "business" from "damage" occurring during the policy period.

II. MEASURE OF RECOVERY

Recovery under this form is limited to the actual loss of "business income" sustained by the Insured during the "indemnity period" due to:

1. Reduction of "revenue", being the amount obtained by multiplying the "revenue shortfall" by the "business income percentage"; and
2. Additional increase in cost of operations, being the necessary additional cost incurred for the sole purpose of avoiding or diminishing "revenue shortfall" as a consequence of "damage". Additional increase in cost of operations payable under this form will not exceed the amount obtained by multiplying the amount of the avoided "revenue shortfall" by the "business income percentage". This additional cost will include:
   a. the cost of obtaining and using other property or facilities of other concerns or other similar necessary emergency expenses;
   b. the cost of obtaining property for temporary use that is necessarily required for the conduct of the Insured's "business".
3. The increase in actual loss of "business income" resulting from the enforcement of any by-law, regulation, ordinance or law which:
   a. regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
   b. is in force at the time of "damage".

less the amount of:

1. The actual cash value of substitute or temporary "building" or "equipment" remaining after resumption of normal operations.
2. Those expenses that do not necessarily continue during the "indemnity period". Any of the Insured's ordinary "business" expenses will be considered necessary if:
   a. such expenses would have been included in the Insured's "business income" before the loss, and
   b. such expenses are required so that the Insured's "business" can return to operations with the same quality of service as before the loss.

III. EXCLUSIONS

The terms, conditions, exclusions and limitations of the property insurance form(s) at the location(s) that suffered a loss of "business income" from "damage", as shown on the "policy declarations" and the 910001 PROPERTY, BUSINESS INCOME, INLAND MARINE, CRIME AND EQUIPMENT BREAKDOWN COMMON CONDITIONS AND EXCLUSIONS FORM apply to this insurance. In addition, the Insurer is not liable for any loss of "business income" or additional increased cost of operations arising from the following:

1. Idle period

For any time during which "business" would not or could not have been carried on if "damage" had not occurred.

2. Fines and damages

Due to fines or damages for:

a. breach of contract;
b. late or non completed orders; or
c. penalties of any kind;

except as provided in III. SUPPLEMENTARY COVERAGES.

3. Cancellation of contract

Due to the suspension, lapse or cancellation of a contract, lease, or license following "damage" extending beyond the time "business" could have resumed if the contract had not lapsed, been suspended or cancelled.

4. By-laws and zoning

Resulting from the enforcement of any by-law, regulation, ordinance or law that:

a. could have been enforced in the absence of "damage" at the "premises"; or
b. prohibits the Insured from rebuilding or repairing on the same site or on an adjacent site or prohibits continuance of like occupancy.

5. Consequential or remote loss

Any other consequential or remote loss.

6. Strikes and labour disturbances

Any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the "premises" interfering with the rebuilding, repairing, or replacing the property lost or damaged or the resumption or continuation of "business" or free access to or control of the "premises" or due to the action of sympathetic strikers elsewhere.

IV. SUPPLEMENTARY COVERAGES

A. GROUP ONE

The limit of insurance applicable to loss, costs or expenses covered by any or all coverages described in GROUP ONE is the blanket limit shown on the "Policy Declarations". The limit of insurance applies to any one occurrence of insured loss or damage, irrespective if multiple "premises" suffer loss or damage. The blanket limit of insurance is in addition to amounts payable under II. MEASURE OF RECOVERY.
Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form

1. ACCOUNTANTS' FEES

This form insures the reasonable charges payable by the Insured to their professional accountants for producing particulars or details or other proofs, information or evidence as may be required by the Insurer for the purpose of investigating or verifying any claim under this form and reporting that such particulars or details are in accordance with the Insured's accounting records. There is no coverage for fees incurred for accounting services that are required in the normal course of the Insured's "business".

2. FINES AND PENALTIES

This form insures the Insured's legal liability for fines or penalties due to breach of contract for late or non-completion of orders, if such breach of contract is a consequence of "damage" at the "premises".

3. LEASEHOLD INTEREST

a. This form insures additional leasing costs incurred by the Insured if, as a result of "damage", the landlord terminates the "premises" lease in accordance with the conditions of that lease.
b. Recovery is limited to the difference between current leasing costs at the "premises" and higher leasing costs at another location that are actually incurred by the Insured. There is no coverage for additional leasing costs that result from the Insured exercising an option to cancel a "premises" lease.

4. NEWLY ACQUIRED LOCATIONS

a. This form insures the actual loss of "business income" sustained by the Insured during the "indemnity period" resulting from the necessary interruption of Insured's business activities occurring at any location that is a "newly acquired location" caused by direct physical loss or direct physical damage.
b. This coverage will cease on the earliest of:
   i. 90 days from the date of acquisition of each "newly acquired location";
   ii. the date such location is reported to the Insurer; or
   iii. the expiration date of this policy.
c. Premium for this coverage is payable from the date of the acquisition of such newly acquired location.

B. GROUP TWO

Coverages listed in GROUP TWO are subject to the limit of insurance shown on the "Policy Declarations" for the particular coverage described. The limit of insurance for each coverage in GROUP TWO is in addition to any other limit of insurance applicable under this form.
Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form

1. CONTINGENT BUSINESS INTERRUPTION

This form insures the loss of "business income" subject to the limit shown on the "Policy Declarations" sustained by the Insured during the "indemnity period", in any one occurrence, resulting from the necessary interruption of the "business" in consequence of physical loss or physical damage, directly caused by an insured peril, to property, except of the type that is Excluded Property, as shown on the property insurance form(s) this form is attached to, at a "contributing business" located within the "territorial limits" during the policy period.

2. UTILITIES SERVICE INTERRUPTION

This form insures the loss of "business income" subject to the limit shown on the "Policy Declarations" sustained by the Insured during the "indemnity period", in any one occurrence, in consequence of direct physical loss of or direct physical damage to "utility property" located within the number of kilometres as shown on the "Policy Declarations" from the "premises", provided such physical loss or physical damage is caused directly by an insured peril. There is no coverage for loss of "business income" due to:
a. the interruption of "utility services" for a duration of less than 24 consecutive hours;
b. loss of or damage to above ground electrical and telephone transmission lines or distribution lines or their supporting structures located away from the "premises";
c. an intermittent signal;
d. lack of sufficient capacity; or
e. an intentional reduction in supply.

C. GROUP THREE

Coverages listed in GROUP THREE are subject to time, limit and/or distance limitations. If any limit of insurance is shown on the "Policy Declarations" for the particular coverage described, it will apply to any one occurrence of insured loss or damage, irrespective if multiple "premises" suffer loss or damage.
Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form

1. MORTGAGE RATE GUARANTEE

a. This form insures additional mortgage costs incurred by the Insured, subject to the limit shown on the "Policy Declarations", if, as the result of "damage" to an insured "building", the Insured is required to close an existing mortgage, requiring a new

mortgage at a higher interest rate.

b. Monthly payments will be made for the difference in cost of the outstanding mortgage balance, between the current mortgage rate on the date of the loss and the new higher mortgage rate.

c. Coverage ceases at the earliest of:

i. expiry of the mortgage term that was in force at the time of loss;

ii. the termination of the Insured's interest; or

iii. 60 months from the date of loss.

2. ORDINARY PAYROLL EXPENSES

a. At the option of the Insured, the Insurer will be liable for "ordinary payroll expenses" incurred by the Insured which may continue after "damage".

b. Coverage is limited to the shorter of:

i. the time period shown on the "Policy Declarations"; or

ii. the "indemnity period".

3. RESTRICTED ACCESS

a. This form insures the actual loss of "business income" sustained by the Insured caused by the interruption of the "business" at the "premises", subject to the limit shown on the "Policy Declarations", when ingress to or egress from the "premises" is restricted in whole or in part by direct physical loss or direct physical damage to any property within a 500 meter radius of the "premises" and such physical loss or physical damage is directly caused by an insured peril;

b. There is no coverage for loss of "business income" during the first 48 consecutive hours of such interruption.

c. This coverage does not apply to loss of "business income" caused by or arising from, directly or indirectly, any interruption of "utility services".

d. This coverage is limited to the time period shown on the "Policy Declarations".

V. SPECIAL CONDITIONS

1. ALTERNATE TRADING

If, during the "indemnity period", goods are sold or services are rendered for the benefit of the "business" elsewhere than at the "premises" by or on behalf of the Insured, the money paid or payable in respect of such sales or service will be brought into account in arriving at the "revenue" during the "indemnity period".

2. MULTIPLE LOCATIONS

If the Insured operates multiple locations that contribute to the "revenue" of the "business", calculation of "revenue shortfall" will be based on the operations of the "business" as a whole and not strictly on the "revenue shortfall" of the location that sustains "damage" so long as the "revenue shortfall" arises from damage at the "premises".

3. OBLIGATION TO MINIMIZE LOSS

In the event of "damage" in consequence of which a claim is or may be made under this form, the Insured will cooperate with the Insurer to do all things that are reasonably practicable to minimize interruption of or interference with the "business" in order to avoid or diminish the loss payable.

4. PROPERTY DAMAGE PROVISION

It is a condition precedent to any payment under II. Measure of Recovery that, at the time of the occurrence of the "damage", there is in force commercial property insurance covering the interest of the Insured in the property at the "premises" against such "damage" and that payment has been made or liability admitted under such insurance. However, this provision does not apply where no payment is made or liability admitted under such insurance solely owing to the application of a deductible.

5. WAITING PERIOD

If a waiting period is shown on the "Policy Declarations", the Insurer’s liability will be only for covered loss incurred during the "indemnity period" after application of the waiting period.

VI. DEFINITIONS

Whenever used in this form and endorsements attached to this form:

1. "building" means the building(s) described on the "Policy Declarations" and includes:

a. fixed structures pertaining to the building and located on the "premises";

b. additions and extensions communicating and in contact with the building;

c. permanent fittings and fixtures attached to and forming part of the building including:

i. elevating devices;

ii. utility equipment both above and below ground on the "premises"which the insured owns or is legally liable for; and

iii. domestic appliances installed in dwelling units and

d. materials, equipment and supplies on the "premises" for maintenance of, and normal repairs and minor alterations to the building or for building services; and

e. growing plants, trees, shrubs or flowers inside the building used for decorative purposes when the Insured is the owner of the building.

2. "business" means the operations of the Insured as shown on the "Policy Declarations".

3. "business income" means the amount by which:

a. the sum of:
   i. the "revenue", plus
   ii. the amounts of closing stock and work in progress exceeds
b. the sum of:
   i. the amounts of opening stock and work in progress, plus
   ii. the amount of the "variable operating expenses".

4. "business income percentage" means the percentage obtained by dividing the "business income" by the "revenue" generated in the 12 month period immediately before the date of the "damage". Adjustments will be made:
   a. as may be necessary to provide for the trend of the "business"; and
   b. for variations in the "business" or other circumstances which would have affected the "business income" had the "damage" not occurred, so that the adjusted figures will represent, as nearly as reasonably practicable, the results which, but for the "damage", would have been obtained during the comparable period after the "damage".

5. "condominium corporation" means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a divided co-ownership syndicate in Quebec.

6. "contractors equipment" means:
   a. mobile machinery, cranes and derricks whether or not attached to a licensed automobile;
   b. portable equipment, hand and powered tools;
   c. if reusable and not otherwise insured, scaffolding, falsework, forms, hoardings and portable structures;
   d. accessories and spare parts for VI. 6. a. and b.; and
   e. construction trailers not used for the transportation of materials or equipment described in 6. a., b., c. and d.

7. "contributing business" is an enterprise which is not owned, rented or controlled in whole or in part by the Insured, and:
   a. provides products, materials or services to the Insured or anyone else on the Insured's behalf;
   b. receives products, materials or services that the Insured produces or sells; or
   c. is within a 500 meter radius of the "premises" and which attracts "revenue".

   "Contributing business" does not mean an enterprise that, directly or indirectly, provides to or receives from the Insured "utility services".

8. "damage" means the direct physical loss of or direct physical damage to property at the "premises" caused by an insured peril.

9. "equipment" means:
   a. generally all contents usual to the business of the Insured including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than "building" or "stock". "Contractors' equipment" is not deemed to be "equipment" within the meaning of this definition except "contractors' equipment" used only at the "premises";
   b. similar property belonging to others and which the Insured is obliged to insure or for which the Insured is legally liable;
   c. outside communication towers, antennae (including satellite receivers) and equipment attached to them, street clocks and exterior signs, provided the "building" is not otherwise insured by this form; and which the insured owns or is legally liable for;
   d. tenants' improvements which are defined as "building" improvements, alterations and betterments made at the expense of the Insured to a "building" occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such "building". If the Insured purchased the use interest in tenants' improvements made by a predecessor tenant, this form applies as though such tenants' improvements had been made at the expense of the Insured;
   e. "unit improvements and betterments".

10. "expected revenue" means the "revenue" in the financial year immediately prior to the date of the "damage" during the period that corresponds with the "indemnity period". This "revenue" will be adjusted to represent as closely as possible the results which, but for the "damage", would have been obtained during the comparable period after the "damage". Adjustments will be made:
    a. as may be necessary to provide for the trend of the "business"; and
    b. for variations in the "business" or other circumstances which would have affected the "business income" had the "damage" not occurred, so that the adjusted figures will represent, as nearly as reasonably practicable, the results which, but for the "damage", would have been obtained during the comparable period after the "damage".

11. "indemnity period" means the period beginning with the occurrence of the "damage" and ending not later than the number of months shown on the "Policy Declarations", during which the results of the "business" will be affected in consequence of the "damage", irrespective if a waiting period applies.

12. "newly acquired location(s)" means locations:
    a. acquired by the Insured after the beginning of the current policy period, for the first 90 days after the acquisition;
    b. owned, leased, occupied or controlled by the Insured; and
    c. within Canada.

13. "ordinary payroll expenses" means the entire payroll expense prior to the date of loss for all employees of the Insured, other than salaries to officers, executives and other integral and key employees whose services would not be dispensed with in the event of "damage".

14. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any supplementary pages or schedules.

15. "premises" means:
    a. the entire area within the property lines at the location(s) described on the "Policy Declarations";
    b. areas under adjoining sidewalks and driveways; and
    c. in or on vehicles within 100 metres of such locations.
    But does not include "newly acquired locations".

16. "revenue" means the money paid or payable to the Insured for:
    a. goods sold and delivered and for services rendered in course of the "business" after allowing for returns and discounts; and
    b. gross rental income for real estate leased or rented to others.

17. "revenue shortfall" means the amount by which the "revenue" during the "indemnity period" falls short of "expected revenue".

18. "unit" means the condominium unit as defined in the declaration, description or by-laws of the "condominium corporation" or provincial or territorial legislation relating to "condominium corporations". It refers to a strata lot in British Columbia and to a private portion in Quebec.

19. "unit improvements and betterments" means:
    a. components of the "unit" in which the Insured has a financial interest and which are not required to be insured by the "condominium corporation"; or
    b. construction, upgrades or other changes made to the "unit" by the Insured or completed at the Insured's expense that increase the value of the "unit".

20. "utility property" means communication equipment, satellite receivers, generating plants, transformer stations, switching stations, sub-stations, transformers, pumping stations, sewerage or other apparatus that supply "utility services" at the "premises".

21. "utility services" means communications, electricity, gas, refrigeration, steam, water or outgoing sewerage service delivered to the "premises" through the use of "utility property".

22. "variable operating expenses" means:
    a. "ordinary payroll expenses";
    b. credit and debit card fees;
    c. all purchases (less discounts received);
    d. packing materials;
    e. delivery and freight (other than by own vehicles); and
    f. any item shown on the "Policy Declarations" as Additional Variable Operating Expenses.

I. INDEMNITY AGREEMENT

In the event of an "accident" to an insured "object" occurring during the policy period, the Insurer agrees to indemnify the Insured subject to the terms and conditions of this form for an amount not exceeding the least of:

1. the value of the damaged insured property as determined in V. SPECIAL CONDITIONS;
2. the interest of the Insured in such property; or
3. the limit of insurance shown on the "Policy Declarations" for Direct Damage.
   The inclusion of more than one person or interest will not increase the Insurer's liability.

II. INSURED PROPERTY

This form insures the following property:

1. the insured "object" at the "premises";
2. other property at the "premises" belonging:
   a. to the Insured; and
   b. to others for which the Insured is obligated to insure or for which the Insured is legally liable,
3. property insured as described in IV. SUPPLEMENTARY COVERAGES.

III. EXCLUSIONS

1. This form does not insure:

a. Ammonia contamination

Loss or damage caused by ammonia contacting or permeating insured property as a result of an "accident" to any refrigeration system, vessels or piping, except as provided in IV. SUPPLEMENTARY COVERAGES.

b. By-laws and zoning

Any increase in costs arising from the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures which makes it impossible to repair or reinstate the property as it was immediately prior to loss, except as provided in IV. SUPPLEMENTARY COVERAGES.

c. Delay, loss of market or use

Loss or damage caused by delay, loss of market or loss of use or occupancy or any other consequential loss.

d. Earth movement, landslide or snowslide

Loss or damage **caused directly or indirectly by:**

i. earthquake or tsunami;
ii. snowslide, landslide, or other earth movement, whether natural or manmade; or
iii. volcanic eruption.

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

e. Explosion within a furnace or a chemical recovery type boiler

Loss or damage caused directly or indirectly by:

i. explosion of gas or unconsumed fuel within a furnace or within the passages from a furnace to the atmosphere; or
ii. explosion within the furnace of any boiler of the chemical recovery type or within the passages from the furnace to the atmosphere.

f. Fire, smoke or combustion explosion

Loss or damage caused directly or indirectly by fire, smoke or combustion explosion including those that:

i. result in an "accident" to an "object";
ii. occur at the same time as an "accident" to an "object"; or
iii. ensue from an "accident" to an "object".

This exclusion does not apply to loss or damage caused by fire, concurrent with or resulting from an "accident", contained within any electrical or electronic machine or apparatus.

g. Flood and other water events

Loss or damage caused directly or indirectly by:

i. flood including "surface water", waves, tides, tidal waves, or the breaking out or overflow, whether a natural or man-made event, of any natural or artificial body of water;
ii. mudslide or mudflow caused by accumulation of water on or under the ground;
iii. the seepage, leakage or influx of water through basement walls, doors, windows or other openings, foundations, basement

floors, sidewalks or sidewalk lights;
iv. the backing up or overflow of water from sewers, sumps, septic tanks or drains;
v. leakage or discharge of water from a sprinkler system or domestic water piping; or
vi. water or other means used to extinguish a fire.
vii. waterborne material carried or otherwise moved by any of the water referred to in paragraph i., iii. or iv. or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except for loss or damage to an "object" directly resulting from an ensuing "accident".

h. Fluid escape

Loss or damage caused directly or indirectly by the escape of any fluid resulting from an "accident" if coverage is provided by any other insurance in effect at the time of the loss or damage. If no other insurance is in effect at the time of the loss or damage, then this insurance will respond as provided in IV. SUPPLEMENTARY COVERAGES.

i. Fungi and spores

i. Loss or damage consisting of or caused directly or indirectly by any "fungi" or "spores". This exclusion does not apply if the "fungi" or "spores" are directly caused by or directly result from an "accident" otherwise insured and not otherwise excluded under this form; or
ii. The cost or expense for any testing, monitoring, evaluating or assessing of "fungi", or "spores".

j. Hazardous substance

i. Any increase in loss resulting from damage, contamination or pollution by a "hazardous substance", except as provided in IV. SUPPLEMENTARY COVERAGES.
ii. Additional expenses incurred for clean up, storage, repair, replacement or disposal of property damaged, contaminated or polluted by a "hazardous substance", except as provided in IV. SUPPLEMENTARY COVERAGES.

k. Natural electrical currents

Loss or damage caused directly or indirectly by naturally generated electrical currents including lightning, if coverage is provided by any other insurance in effect at the time of the loss or damage.

l. Riot, vandalism or malicious acts

Loss or damage caused directly or indirectly by riot, vandalism or malicious acts if coverage is provided by any other insurance in effect at the time of the loss or damage. Riot includes open assemblies of strikers and of locked-out employees inside or outside the "premises".

m. Stock Spoilage

Loss or damage caused directly or indirectly by "spoilage" of "perishable goods" due to an "accident", except as provided in IV. SUPPLEMENTARY COVERAGES.

n. Vacant properties

Property at locations which to the knowledge of the Insured, are vacant or unoccupied for more than 30 consecutive days. This exclusion applies to direct or indirect damage resulting from an "accident" to an "object" caused by freezing, vandalism or malicious acts.

o. Wind, hail, snow and ice

Loss or damage caused directly or indirectly by:
i. wind, including but not limited to cyclone, tornado or hurricane;
ii. hail; or
iii. weight of snow, ice or sleet.

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

2. COMMON EXCLUSIONS

See COMMON EXCLUSIONS section of 910001 PROPERTY, BUSINESS INCOME, INLAND MARINE, CRIME AND EQUIPMENT BREAKDOWN COMMON CONDITIONS AND EXCLUSIONS FORM.
This Form does not insure loss or damage arising from:

a. Contagious Disease

b. Cyber Risk

c. Data

d. Data Problem

e. Marine and Waterborne Property

f. Nuclear Incident and Radioactive Contamination

g. Pollution

h. Terrorism

i. War, invasion, act of foreign enemy

IV. SUPPLEMENTARY COVERAGES

A. GROUP ONE

The limit of insurance applicable to loss or damage covered by any or all coverages described in GROUP ONE is the blanket limit shown on the "Policy Declarations". The limit of insurance applies to any one occurrence of insured loss or damage, irrespective if multiple "premises" suffer loss or damage. Unless stated otherwise, the blanket limit of insurance is in addition to any other limit of insurance applicable under this form. Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form.

1. AMMONIA CONTAMINATION

If insured property is directly damaged by ammonia contacting or permeating such property as a direct result of an "accident" to any refrigeration system, vessels or piping, this form insures such damage, including expenses for clean up, salvage and disposal of the affected property.

2. BRANDS AND LABELS

This form insures the reasonable expenses:

a. if the Insurer exercises its option to take all or any part of the insured property involved in an insured "accident"; and
b. if the Insured reserves the right to first remove their trademarks, guarantees, names or other evidence of their interest or connection from the insured property;

to remove said trademarks, guarantees, names or other evidence of their interest. Where the removal of such marks is impossible, impractical or not cost effective, the insured property may be stamped as salvage and/or transferred to bulk containers.

3. HAZARDOUS SUBSTANCES

a. If a "hazardous substance" is involved in or released by an "accident" to any "object", this form insures the costs to repair, replace, clean up or dispose of the affected property.
b. With respect to this coverage, the increase in costs means the costs beyond that which would have been incurred had no "hazardous substance" been present.

4. RESEARCH AND DEVELOPMENT COSTS

This form insures reasonable and necessary expenses required to return research or research projects to the state of development at the time of the "accident". Coverage will be limited to the least of:

a. the actual expenses incurred to return the project to the state of its development at the time of the loss;
b. the limit of insurance as shown on the "Policy Declarations"; or
c. the actual expenses incurred for no longer than 12 months from the date of the "accident", but not limited to the expiry date of the policy period.

B. GROUP TWO

Coverages listed in GROUP TWO are subject to the limit of insurance shown on the "Policy Declarations" for the particular coverage described. **Unless stated otherwise,** the limit of insurance for each coverage in GROUP TWO is in addition to any other limit of insurance applicable under this form. **The limit of insurance applies to any one occurrence of insured loss or damage, irrespective if multiple "premises" suffer loss or damage. Any coverage(s) in GROUP TWO where an aggregate limit is shown on the "Policy Declarations" is subject to an annual policy aggregate limit.**
Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form.

1. BY-LAWS

a. Without increasing the limit of insurance and in the event of direct physical loss or direct physical damage to insured property under this form by an "accident", the Insurer will indemnify the Insured for:
   i. loss occasioned by the demolition of any undamaged portion of the insured property;
   ii. the cost of demolishing and clearing the site of any undamaged portion of the insured property;
   iii. any increase in the cost of repairing, replacing, constructing or reconstructing the insured property on the same site or on an adjacent site, of like height, floor area, style and like occupancy;
   resulting from the enforcement of the minimum requirements of any by-law, regulation, or ordinance of law which
   (a) regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
   (b) is in force at the time of such loss or damage.
b. By-Laws coverage does not insure against:
   i. the enforcement of any by-law, regulation, ordinance or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
   ii. the increase in loss resulting from a "hazardous substance";
   iii. additional expenses incurred for clean up, storage, repair, replacement or disposal of damaged, contaminated or polluted property by a "hazardous substance"; or
   iv. additional expenses relating to the removal of asbestos in the undamaged portion of the insured property.
   v. the enforcement of any by-law, regulation, ordinance or law that could have been enforced in absence of a loss.
c. In the event that the limit of insurance on the insured property is exhausted, by-laws coverage will continue to apply up to the limit of insurance shown on the "Policy Declarations" for this coverage, in any one occurrence.

2. CATCH ALL CLAUSE

a. This coverage provides an additional limit of insurance in the event that the limit of insurance under any other GROUP TWO coverage is insufficient to provide full indemnity, after the application of the deductible, for any covered loss or damage that results from "one accident". The Insurer will pay the lesser of:
   i. the difference between the loss payable and the amount required to fully indemnify the Insured after the application of the deductible; or
   ii. the limit of insurance shown on the "Policy Declarations" for this coverage.

b. The liability of the Insurer in respect of this coverage during any one policy period will not exceed the aggregate shown on the "Policy Declarations" for this coverage, irrespective if multiple locations are impacted in one event.

c. Notwithstanding V. 8. REINSTATEMENT in this form, following a loss under this coverage, the limit of insurance for this coverage will be reduced by the amount payable.

d. In the event that claims are made under more than one GROUP TWO coverage for a single occurrence, allocation of payment will be determined by the Insured.

3. DATA COVERAGE

a. If, as a result of an "accident" to an "object", "data" is lost or damaged, the Insurer will pay the cost of gathering or reproducing the "data". However, in no event will the Insurer pay more than the limit of insurance shown on the "Policy Declarations" for Data Coverage.

b. If the "data" is not replaced or reproduced, the value of the "data" is based on the cost of replacing blank "media".

c. This coverage will not pay for "data" which is lost or damaged as a result of programming errors of any kind including the inability of software to correctly read, recognize, save, process or interpret any date or time.

For this coverage, "accident" to an "object" includes an "accident" to equipment of an off site "data" and "media" storage service provider, provided the equipment damaged by an "accident" is:

i. of a type described in the definition of "object",

ii. located within the "territorial limits".

4. DATA PROCESSING EQUIPMENT AND MEDIA AT A RESIDENCE

a. This form insures data processing equipment and "media" that is damaged by an "accident" while at any residence of the Insured, or that of any officer or employee of the Insured, anywhere in the "territorial limits".

b. This coverage does not apply to property temporarily away from the "premises" or in transit.

5. DATA PROCESSING EQUIPMENT AND MEDIA - OFF PREMISES

a. This form insures data processing equipment and "media" that is damaged as a result of an "accident", while temporarily away from the "premises", including in transit, anywhere in the "territorial limits".

b. This coverage does not apply to property while at a location owned, leased or controlled in whole or in part by the Insured.

6. DEBRIS REMOVAL

a. i. This form insures expenses incurred in the removal from the "premises" of debris of the insured property occasioned by loss or damage to such property due to an "accident".
   ii. The amount payable under this coverage:
      (a) will not increase the limits of insurance shown on the "Policy Declarations", and
      (b) will not exceed 25% of the sum of:
         (1) the total amount payable for the direct physical loss of or damage to the property insured, and
         (2) the amount of the applicable deductible.
   iii. If in any "one accident" expenses for debris removal exceeds the limit set out in IV. B. 6. a. ii. (b) or, if exhausted, the limit of insurance for such property, an additional limit, up to the amount shown on the "Policy Declarations" for Debris Removal, is payable.

b. Debris removal coverage does not apply to costs or expenses:
   i. to clean up "hazardous substance" or ammonia;
   ii. to remove any foundation other than damaged portions; or
   iii. for testing, monitoring, evaluating or assessing or in any way respond to the effects of "hazardous substance" or ammonia.

7. ENVIRONMENTAL UPGRADE

a. In the event of direct physical loss of or damage to insured property as a direct result of an "accident", this form insures the increase in direct costs incurred to repair or replace the damaged insured property with property of like kind and quality which improves energy efficiency or is better for the environment.

b. The Insurer will pay the least of:
   i. 25% of the sum of:
      (a) the total amount of payable for the direct physical loss of or damage to the insured property, and
      (b) the amount of the applicable deductible;
   ii. the amount actually expended by the Insured; or
   iii. the limit of insurance shown on the "Policy Declarations" for this coverage.

c. The liability of the Insurer in respect of this coverage during any one policy period will not exceed, the aggregate shown on the "Policy Declarations" for this coverage, irrespective if multiple locations are impacted in one event.

d. Notwithstanding V. 8. REINSTATEMENT in this form, following a loss under this coverage, the limit of insurance for this coverage will be reduced by the amount payable.

e. This coverage does not apply to:
   i. any increase in the cost of repair or replacement of insured property occasioned by a restriction or prohibition in any by-law, regulation, ordinance of law; or

ii. any property valued or insured on an Actual Cash Value basis; or
iii. stock, raw materials, finished goods, merchandise, production machinery and equipment, electronic data processing equipment not used for the functional support of real property, processing water, moulds and dies, personal property of others which the Insured is obligated to insure or for which the Insured is legally liable, or personal property of directors, officers and employees.

8. ERRORS AND OMISSIONS

a. This form insures loss of or damage to insured property caused directly by an "accident" to an "object" at a location owned or occupied by the Insured that is not covered by this form solely due to error or unintentional omission by the Insured of:
   i. an unreported location at the commencement of the current policy period;
   ii. the description of a location; or
   iii. an incorrect deletion of an insured location,

   but only to the extent such loss or damage would have been covered under this form in the absence of such error or omission.
b. This coverage only applies if:
   i. the Insured report and correct such error or omission as soon as possible when discovered, and
   ii. the Insured pay any additional premium that may be due.
c. This coverage does not apply if there is coverage available under IV. B. 13. NEWLY ACQUIRED LOCATION.

9. FLUID ESCAPE

Subject to exclusion III. h. this form insures loss of or damage to insured property caused by any fluid that has escaped from any "object" directly as a result of an "accident".

10. EXPEDITING EXPENSES

In the event of an "accident" to an "object", this form insures the reasonable additional costs incurred, including overtime and the extra cost of express or other rapid means of transportation:
a. for temporary repairs; or
b. for expediting the permanent repair or replacement of insured property that is lost or damaged.

This coverage does not include costs related to any "objects" installed on a temporary basis.

11. EXTRA EXPENSE

a. This form insures the "extra expense" incurred by loss or damage to insured property at the "premises" resulting from an "accident", for the period of time required with the exercise of due diligence and dispatch, to restore normal business operations, and/or from interruption to the supply of "utility services" to the "premises" caused by an "accident" to equipment of a "utility property" provided such equipment is:
   i. not owned nor operated by the Insured;
   ii. of a type which satisfies the definition of "object";
   iii. used to supply "utility services" to the "premises"; and
   iv. located within the number of kilometres as shown on the "Policy Declarations" from the "premises".
b. In no event, will the Insurer be liable for:
   i. loss of income;
   ii. "extra expense" in excess of that necessary to continue as nearly as practicable the normal conduct of the Insured's business;
   iii. the cost of repairing or replacing any property that has been damaged or destroyed by an insured loss;
   iv. costs or expenses due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature; or
   v. "extra expense" resulting from any lease, license or order that is suspended, lapsed or cancelled.
c. The amount of the actual cash value of substitute or temporary property remaining after resumption of normal operations will be deducted from the payment of any loss under this coverage.

12. INSPECTION AND APPROVAL COSTS

a. This form insures the direct cost of inspections and regulatory approvals that are required as a direct result of an "accident" to repair, rebuild or reconstruct insured property in accordance with the Basis of Settlement clause contained in this form.
b. This supplementary coverage does not insure:
   i. fines or penalties;
   ii. costs or expenses for any testing, monitoring, evaluating or assessing or in any way respond to the effects of "hazardous substance" or ammonia;
   iii. any increase in the cost of repair or replacement of insured property occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law; or
   iv. increased costs due to loss of market, loss of use or occupancy that may result from delays in obtaining or receiving required inspections or approvals.

13. NEWLY ACQUIRED LOCATION

a. This form insures loss of or damage to insured property caused directly by an "accident" at any location that is:
   i. acquired by the Insured after the beginning of the current policy period;
   ii. owned, leased, occupied or controlled by the Insured; and
   iii. within the "territorial limits".
b. For the purposes of any other supplementary coverage insured by this form, such newly acquired location is deemed "premises".
c. This coverage will cease on the earliest of:

i. 90 days from the date of acquisition of such property;
ii. the date values for such property are reported to the Insurer; or
iii. the expiration date of this policy.

d. Premium for coverage on newly acquired property is payable from the date of the acquisition of such property.

14. PROFESSIONAL FEES

This form insures the reasonable fees authorized by the Insurer payable to the Insured's auditors, accountants, lawyers, architects, engineers, or other consultants, for producing particulars of details of the Insured's loss or losses in order to arrive at the loss payable under this form in the event of a claim. There is no coverage for fees payable to:

a. the Insured's own employees;
b. the Insured's insurance broker;
c. public adjusters; or
d. any claims advocate hired to negotiate settlement on behalf of the Insured.

15. STOCK SPOILAGE

a. This form insures damage to "perishable goods", including its packaging due to "spoilage" caused directly by change of temperature, humidity or pressure resulting:
   i. solely from an "accident" at the "premises";
   ii. from interruption to the supply of "utility services" to the "premises" caused by an "accident" to equipment of a "utility property" provided such equipment is:
      (a) not owned nor operated by the Insured;
      (b) of a type which satisfies the definition of "object";
      (c) used to supply "utility services" to the "premises"; and
      (d) located within the number of kilometres as shown on the "Policy Declarations" from the "premises".
b. The Insurer will pay, subject to the limit of insurance for this coverage:
   i. if the "perishable goods" are replaced by the Insured, the actual cost incurred by the Insured;
   ii. if the "perishable goods" are not replaced, the actual cash value of the property.

V. SPECIAL CONDITIONS

1. BASIS OF VALUATION

As referred to in this form:

a. Actual Cash Value: Various factors are considered in the determination of actual cash value and include, but are not be limited to, replacement cost less any depreciation and market value. In determining depreciation, consideration is given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence.
b. Replacement Cost means the cost of replacing, repairing, constructing or reconstructing (whichever is the least) the property on the same site with property of like kind and quality without deduction for depreciation.
c. Replacement includes repair, construction or reconstruction with new or used property of like kind and quality.
d. The value of the insured property will be determined as follows:
   i. on unsold "stock": the actual cash value of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;
   ii. on sold "stock": the selling price after allowance for discounts;
   iii. on the property of others in the care, custody or control of the Insured for the purpose of performing work upon it: the amount for which the Insured is liable, but not exceeding the actual cash value at the time and place of loss or damage plus allowance for labour and materials expended to such time;
   iv. on the property of others in the care, custody or control of the Insured that is not to be worked upon: the amount for which the Insured is liable, but not exceeding the actual cash value at the time and place of loss or damage;
   v. on tenant's improvements:
      (a) when physically lost or physically damaged by an insured "accident":
         (1) if repaired or replaced with due diligence and dispatch: the cost to replace improvements on the same site, plus the cost of moving, temporary storage and restoration if repaired or replaced on another site;
         (2) if not repaired or replaced with due diligence and dispatch: that portion of the original cost of the physically lost or physically damaged tenant's improvements which the unexpired term of the lease at the time of direct physical loss or direct physical damage bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease; or
         (3) if the landlord terminates a lease as a result of an insured "accident" and the lease calls for insurance proceeds to be paid to the landlord: the cost to repair or replace the damaged improvements, whichever is less.
      (b) when not physically lost or physically damaged by an insured "accident": if, as a result of the building owner exercising the cancellation clause in a lease due to an insured "accident", the Insured’s interest in improvements reverts to the landlord, the cost to replace improvements on the same site or another site.
      (c) The Insurer will not be liable for any loss of leasehold interest resulting from the Insured exercising the option to cancel a lease.
      (d) No lease renewal options will be considered in any loss settlement unless an offer to renew has been made to and accepted by the landlord, in writing, prior to the direct physical loss of or direct physical damage to tenant’s improvements.
   vi. on business records, other than "valuable papers and records" and prepackaged software:

(a) the cost of blank "media" for reproducing "data"; and
(b) the costs of labour to transcribe or copy the "data" when there is a duplicate.

vii. on "valuable papers and records":

(a) the cost of blank "media" for reproducing lost or damaged "data";
(b) the cost of gathering or reproducing "data"; and
(c) the costs of labour to transcribe or copy the "data" onto the "media".

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

2. BASIS OF SETTLEMENT

If no more specific conditions have been set out in this form, the basis of settlement will apply as follows:

a. The Insurer will pay for loss of or damage to insured property as follows:
   i. on business records, including "media" and "data" the cost of blank material plus the cost of transcription from duplicates or from originals;
   ii. on all other insured property, the lesser of the cost at the time of the "accident" to:
      (a) repair; or
      (b) replace with similar property of like kind, capacity, size, quality and function.
b. The Insurer will not pay for:
   i. cost of repairing any part or parts of an "object" which is greater than the cost of repairing or replacing the entire "object";
   ii. more than the cost for the Insured to replace the property with other property of like kind, capacity, size, quality and function
   iii. more than the cost for the Insured to replace the damaged property at the same site; nor
   iv. loss or damage to insured property which is useless or obsolete to the Insured.
c. If the Insured does not repair or replace the damaged property within 24 months after the date of the "accident" then the Insurer will only pay for the actual cash value of the damaged property.

3. DEDUCTIBLE CLAUSE

In any "one accident" the Insurer is liable for the amount by which the loss or damage caused by an "accident" exceeds the amount of the deductible shown on the "Policy Declarations".
If two or more "objects" are involved in "one accident", the total amount to be deducted will be the largest deductible amount shown for any of said "objects".

4. DISPUTED LOSS AGREEMENT

a. When both a commercial property insurance policy and this equipment breakdown insurance policy:
   i. are in effect and
   ii. loss of or damage to insured property is insured by both policies and
   iii. a dispute arises between the insurers as to which insurer is liable or as to the amount of the loss to be paid, if any, by each insurer under its own policies, then the *Agreement Respecting Disputed Losses Between Property Insurance and Boiler & Machinery Insurance Policies* of the Insurance Bureau of Canada (IBC) will apply, provided the commercial property insurer(s) are signatories to the Agreement, or have agreed in writing to be bound by its contents.
b. If the Agreement Respecting Disputed Losses Between Property Insurance and Boiler & Machinery Insurance Policies applies, then the Agreement supersedes and replaces any master or individual insurers Joint Loss Agreement previously issued.

5. MORTGAGE INTEREST

a. If a Mortgagee is named in the policy for any covered "premises", any loss to the property at the "premises" will be paid jointly to the Insured and the Mortgagee as their interests may appear.
b. While the Insurer has the right to terminate the policy, if a Mortgagee is named, the Insurer will also mail a copy of the notice of termination to the Mortgagee, at the address shown for the Mortgagee on the "Policy Declarations", in accordance with the Termination condition contained in the Policy Conditions forming part of this policy.
c. Suspension of coverage on any "object", in accordance with the Suspension condition, will suspend all coverage including the Mortgagee's interest. The Insurer will provide the Mortgagee with a copy of the suspension notice at the address shown for the Mortgagee on the "Policy Declarations".

6. NOTICE OF ACCIDENT AND ADJUSTMENT

In the event of an "accident" that may be covered under this form and in addition to the requirements stated in the Policy Conditions Form, Statutory Condition 8 - WHO MAY GIVE NOTICE AND PROOF, for all provinces and territories other than the Province of Quebec and General Condition 6 - NOTICE OF LOSS AND LOSS INFORMATION, for the Province of Quebec, the Insured will:

a. give notice to the Insurer or any of its authorized agents as soon as possible. Any delay in notifying the Insurer may affect the amount of loss payable under the policy;
b. provide the Insurer with reasonable time and opportunity to examine the property and the "premises" of the Insured before repairs are undertaken or physical evidence of the "accident" is removed, except for protection or salvage of property from further damage;
c. provide proof of loss to the Insurer in such form as may be required;
d. render every assistance in facilitating the investigation and adjustment of any claim, submitting to examination under oath and interrogation by any representative of the Insurer; and
e. not incur any expense, other than at the Insured's own cost, except as otherwise expressly permitted in this policy.

7. SUSPENSION

Upon the discovery of an "object" in or exposed to an unsafe, deteriorated or dangerous condition, any representative of the Insurer may immediately suspend insurance against loss due to an "accident" to said "object" by written notice mailed or delivered to the Insured at the address of the Insured, or at the location of the "object". Insurance so suspended may be reinstated by the Insurer, by written notice given to the Insured. The Insured will be allowed the unearned portion of the premium paid for such suspended insurance, prorated for the period of suspension.

8. REINSTATEMENT

Loss under any item of this insurance will not reduce the applicable limit of insurance.

VI. DEFINITIONS

Wherever used in this form and endorsements attached to this form:

1. "accident" means a sudden and unforeseen and unexpected physical breakdown to the "object", or any part of the "object", which necessitates repair or replacement of the "object" or any part of the "object", provided the "object" has been completely installed, tested, and contractually accepted by the Insured. However accident does not mean nor include:
   a. depletion, deterioration, corrosion, surface cracking or erosion of material;
   b. wear and tear;
   c. the cracking of any part of any turbine exposed to hot gases or to the products of combustion;
   d. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
   e. the functioning of any safety device or protective device;
   f. the breakdown of any structure or foundation supporting the "object" or any part of the "object";
   g. the breakdown of an "object" while undergoing testing whether electrical, hydrostatic, pneumatic, gas pressure or performance test; or
   h. impact by vehicle.

2. "clean up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", "fungi" and "spores, including testing which is integral to the aforementioned processes.

3. "data" means representations of information or concepts, in electronic, digital, or binary form.

4. "extra expense" means the necessary additional cost to conduct the Insured's business over and above the cost that normally would have been incurred to conduct the business during the same period had no insured loss occurred. This additional cost will include the expense of obtaining and using other property or facilities, or other similar necessary emergency expenses.

5. "fungi" includes, but is not limited to:
   a. any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and
   b. any substance, vapour or gas produced by or emitted or arising from any fungi or "spores" or resultant allergens, mycotoxins or pathogens.

6. "hazardous substances" means:
   a. any "pollutant", contaminant or other substance, other than ammonia as insured under IV.A.1. Ammonia Contamination, which has been declared to be hazardous to health or the environment by a government agency;
   b. any "fungi" or "spores".

7. "media" means:
   a. any material on which data is recorded or stored, and
   b. program and/or instruction vehicles used in the Insured’s data processing operations.

8. "object" means any equipment or apparatus described below, subject to the exclusions specified herein, only while the object is located on the "premises" of the insured specified on the "Policy Declarations" and is in use or connected ready for use any:
   a. i. ASME (American Society of Mechanical Engineers) approved Boiler or pressure vessels which are normally subject to vacuum or internal pressure other than static pressure of contents including:
      (a) boiler;
      (b) condensate return tank;
      (c) fired pressure vessel;
      (d) fibreglass reinforced plastic vessel, or metal unfired vessels,
      (e) refrigeration or air conditioning vessels and piping; or
      (f) metal piping and its accessories including:
         (1) feed water piping between any boiler and its feed pumps or injectors;
         (2) boiler condensate return piping;
         (3) chilled water piping connected to and forming part of a refrigeration or air conditioning system;
         (4) arrangement of piping used in conjunction with hot fluid heating system, together with valves, radiators and fittings connected to such system, provided such systems are not encased or requiring excavation;
         (5) any unfired pressure vessels which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, will be considered as connected ready for use within the terms of the policy;
         (6) mechanical or electrical equipment mounted on or forming part thereof used solely for the purposes of monitoring or controlling such object.

ii. Mechanical, electrical machine or apparatus which generates, transmits or utilizes mechanical or electrical power including electronic equipment meaning;
   (a) any data processing, calculating or computing equipment, or any electronic machine, device or instrument;
   (b) any x-ray machine, magnetic resonance imaging (MRI), computed tomography (CT scan), electronic microscope, laser, particle accelerator, beta gauge, spectrograph including equipment used for research, diagnostic, treatment, experimental medical or scientific purposes or any equipment or apparatus utilizing radio-active materials: or
   (c) any equipment used for the generation, control, transmission, reception, reproduction, playback or any other use of television, radio, or telecommunications signals.

b. "Objects" described in 8.a.i. and 8.a.ii. do not mean or include any:
   i. refractory or insulating material, non-metallic lining or covering, boiler setting, or any part of a boiler or fired pressure vessel which does not contain steam, water or other heat transfer medium;
   ii. oven, stove, furnace, incinerator or kiln but not excluding any electrical or mechanical device mounted on or forming part of, and used solely for the purpose of controlling or operating such equipment;
   iii. sewer, sprinkler system, domestic water supply, or waste disposal piping;
   iv. buried piping or electrical cables which are not contained within a duct, tunnel or raceway;
   v. part of a vehicle, aircraft, structure or floating vessel;
   vi. elevator or any part of an elevator, escalator, conveyor, crane, hoist, power shovel, dragline or excavator, but not excluding any electrical or mechanical device mounted on or forming part of, and used solely for the purpose of controlling or operating such equipment; or
   vii. electrical trailing cable, induction furnace coil or electrical equipment beyond the secondary bus of an arc furnace transformer;

9. "one accident" means all resultant or concomitant "accident(s)" whether to one "object" or more than one "object" or part of an "object".

10. "perishable goods" means any insured property subject to deterioration or impairment as a result of a change of conditions, including but not limited to temperature, humidity or pressure.

11. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any supplementary pages or schedules.

12. "pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

13. "premises" means:
   a. the entire area within the property lines at the location(s) described on the "Policy Declarations";
   b. areas under adjoining sidewalks and driveways.

14. "spoilage" means any detrimental change in state. This includes but is not limited to thawing of frozen goods, warming of refrigerated goods, freezing of fresh goods, solidification of liquid or molten material and chemical reactions to material in process.

15. "spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

16. "surface water" means water or natural precipitation temporarily diffused over the surface of the ground.

17. "territorial limits" means Canada and the continental United States of America.

18. "utility property" means communication equipment, satellite receivers, generating plants, transformer stations, switching stations, sub-stations, transformers, pumping stations, sewerage or other apparatus that supplies "utility services" to the "premises".

19. "utility services" means communications, electricity, gas, refrigeration, steam, water or outgoing sewerage service delivered to the "premises" through the use of "utility property".

I. INDEMNITY AGREEMENT

The Insurer will indemnify the Insured for the actual loss of "business income" sustained by the Insured during the "indemnity period" as shown on the "Policy Declarations" directly resulting from the necessary interruption of the "business" caused by direct physical loss of or direct physical damage to building(s), structure(s), machinery, equipment or stock belonging to:

1. the Insured;
2. others for which the Insured is obligated to insure, or for which the Insured is legally liable,

and such physical loss of or physical damage is directly caused by an "accident" to an "object" occurring during the policy period at the "premises".

II. MEASURE OF RECOVERY

Recovery under this form is limited to the actual loss of "business income" sustained by the Insured during the "indemnity period" due to:

1. Reduction of "revenue", being the amount obtained by multiplying the "revenue shortfall" by the "business income percentage"; and
2. Additional increase in cost of operations, being the necessary additional cost incurred for the sole purpose of avoiding or diminishing "revenue shortfall" as a consequence of an "accident" to an "object". Additional increase in cost of operations payable under this form will not exceed the amount obtained by multiplying the amount of the avoided "revenue shortfall" by the "business income percentage". This additional cost will include:
   a. the expense of obtaining and using other property or facilities of other concerns or other similar necessary emergency expenses;
   b. the expense of obtaining property for temporary use that is necessarily required for the conduct of the Insured's "business".
3. The increase in actual loss of "business income" resulting from the enforcement of any by-law, regulation, ordinance or law which:
   a. regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
   b. is in force at the time of the "accident".

less the amount of:

1. The actual cash value of substitute or temporary property remaining after resumption of normal operations.
2. Those expenses that do not necessarily continue during the "indemnity period". Any of the Insured's ordinary "business" expenses will be considered necessary if:
   a. such expenses would have been included in the Insured's "business income" before the loss, and
   b. such expenses are required so that the Insured's "business" can return to operations with the same quality of service as before the loss.

III. EXCLUSIONS

The terms, conditions, exclusions and limitations of the equipment breakdown form(s) at the location(s) that suffered a loss of "business income" as a direct result of an "accident" , as shown on the "policy declarations" and the 910001 PROPERTY, BUSINESS INCOME, INLAND MARINE, CRIME AND EQUIPMENT BREAKDOWN COMMON CONDITIONS AND EXCLUSIONS FORM apply to this insurance. In addition, the Insurer is not liable for any loss of "business income" or additional increased cost of operations arising from the following:

1. Idle period

For any time during which "business" would not or could not have been carried on if the "accident" had not occurred;

2. Fines and damages

Due to fines or damages for:

a. breach of contract;
b. late or non completed orders; or
c. penalties of any kind;

except as provided in IV. SUPPLEMENTARY COVERAGES;

3. Cancellation of contract

Due to the suspension, lapse or cancellation of a contract following an "accident" extending beyond the time "business" could have resumed if the contract had not lapsed, been suspended or cancelled.

4. By-laws and zoning

Resulting from the enforcement of any by-law, regulation, ordinance or law that:

a. could have been enforced in absence of an "accident"; or
b. prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;

5. Consequential or remote loss

Any other consequential or remote loss.

6. **Strikes and labour disturbances**
Any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the "premises" interfering with the rebuilding, repairing, or replacing the property lost or damaged or the resumption or continuation of "business" or free access to or control of the "premises" or due to the action of sympathetic strikers elsewhere.

IV. SUPPLEMENTARY COVERAGES

A. GROUP ONE

The limit of insurance applicable to loss, costs or expenses covered by any or all coverages described in GROUP ONE is the blanket limit shown on the "Policy Declarations". The limit of insurance applies to any one occurrence of insured loss or damage, irrespective if multiple "premises" suffer loss or damage. The blanket limit of insurance is in addition to amounts payable under II. MEASURE OF RECOVERY.
Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form

1. **ACCOUNTANTS' FEES**
This form insures the reasonable charges payable by the Insured to their professional accountants for producing particulars or details or other proofs, information or evidence as may be required by the Insurer for the purpose of investigating or verifying any claim under this form and reporting that such particulars or details are in accordance with the Insured's accounting records. There is no coverage for fees incurred for accounting services that are required in the normal course of the Insured's "business".

2. **FINES AND PENALTIES**
This form insures the Insured's legal liability for fines, damages or penalties due to breach of contract for late or non-completion of orders, if such breach of contract is a consequence of an "accident" that occurs at the "premises".

3. **LEASEHOLD INTEREST**
   a. This form insures additional leasing costs incurred by the Insured if, as a result of an "accident", the landlord terminates the "premises" lease in accordance with the conditions of that lease.
   b. Recovery is limited to the difference between current leasing costs at the "premises" and higher leasing costs at another location that are actually incurred by the Insured. There is no coverage for additional leasing costs that result from the Insured exercising an option to cancel the "premises" lease.

4. **NEWLY ACQUIRED LOCATIONS**
   a. This form insures the actual loss of "business income" sustained by the Insured during the "indemnity period" resulting from the necessary interruption of the Insured's business activities occurring at any location that is:
      i. acquired by the Insured after the beginning of the current policy period,
      ii. owned, leased, occupied or controlled by the Insured, and
      iii. within the "territorial limits",
      if the interruption is a direct result of an "accident" at such newly acquired location.
   b. This coverage will cease on the earliest of:
      i. 90 days from the date of acquisition of such location;
      ii. the date such location is reported to the Insurer; or
      iii. the expiration date of this policy.
   c. Premium for this coverage is payable from the date of the acquisition of such newly acquired location.

B. GROUP TWO

Coverages listed in GROUP TWO are subject to the limit of insurance shown on the "Policy Declarations" for the particular coverage described. The limit of insurance for each coverage in GROUP TWO is in addition to any other limit of insurance applicable under this form.
Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form

1. **CONTINGENT BUSINESS INTERRUPTION**
This form insures the loss of "business income" subject to the limit shown on the "Policy Declarations" sustained by the Insured during the "indemnity period", in any one occurrence, resulting from the necessary interruption of the "business" occurring at the "premises" in consequence of physical loss or physical damage caused directly by an "accident", to property of the type as shown on the Equipment Breakdown insurance form(s) this form is attached to, at a "contributing business" located within the "territorial limits" during the policy period.

2. **INTERNET SERVICE PROVIDER**
   a. This form insures the actual loss of "business income" subject to the limit shown on the "Policy Declarations" sustained by the Insured during the "indemnity period" due to the necessary interruption of or interference with the "business" at the "premises" during the term of this policy when caused by an "accident" to the electronic data processing equipment owned by a provider of internet services to the Insured.
   b. The Insurer will not be liable for any loss of "business income":
      i. during the first 24 consecutive hours of such "accident";
      ii. if the loss is due to fines or penalties of whatever nature.

3. **UTILITIES SERVICE INTERRUPTION**
   a. This form insures the actual loss of "business income" sustained by the Insured during the "indemnity period" as a result of physical loss of or physical damage to "utility property" located within the number of kilometres as shown on the "Policy Declarations" from the "premises", provided such physical loss or physical damage is caused directly by an "accident" to

equipment of a "utility property". However, such equipment of the "utility property" must:
i. not be owned nor operated by the Insured;
ii. be of a type which satisfies the definition of "object"; and
iii. be used to supply "utility services" to the "premises".

b. There is no coverage for loss of "business income":
i. due to the interruption of "utility services" for a duration of less than 24 consecutive hours;
ii. if the interruption of "utility services" is caused by the failure of the Insured to comply with the terms and conditions of any terms or contracts the Insured has for the supply of "utility services".

C. GROUP THREE

Coverages listed in GROUP THREE are subject to time, limit and/or distance limitations. If any limit of insurance is shown on the "Policy Declarations" for the particular coverage described, it will apply to any one occurrence of insured loss or damage, irrespective if multiple "premises" suffer loss or damage.
Any Supplementary Coverage shown on the "Policy Declarations" as Not Covered will not be insured by this Form.

1. MORTGAGE RATE GUARANTEE

a. This form insures additional mortgage costs incurred by the Insured, subject to the limit of insurance on the "Policy Declarations", if, as the result of an "accident" to an insured building, the Insured is required to close an existing mortgage, requiring a new mortgage at a higher interest rate.
b. Monthly payments will be made for the difference in cost of the outstanding mortgage balance, between the current mortgage rate on the date of the loss and the new higher mortgage rate.
c. Coverage ceases at the earliest of:
i. expiry of the mortgage term that was in force at the time of loss;
ii. the termination of the Insured's interest; or
iii. 60 months from the date of loss.

2. ORDINARY PAYROLL EXPENSES

a. At the option of the Insured, the Insurer will be liable for "ordinary payroll expenses" incurred by the Insured which may continue after an "accident".
b. Coverage is limited to the shorter of:
i. the time period shown on the "Policy Declarations"; or
ii. the "indemnity period".

3. RESTRICTED ACCESS

a. This form insures the actual loss of "business income" sustained by the Insured caused by the interruption of the "business" at the "premises", subject to the limit shown on the "Policy Declarations", when ingress to or egress from the "premises" is restricted in whole or in part by physical loss or physical damage to any property within a 500 meter radius of the "premises" and such physical loss or physical damage is caused directly by an "accident";
b. There is no coverage for loss of "business income" during the first 48 consecutive hours of such interruption.
c. This coverage does not apply to loss of "business income" caused by or arising from, directly or indirectly, any interruption of "utility services".
d. This coverage is limited to the time period shown on the "Policy Declarations".

V. SPECIAL CONDITIONS

1. ALTERNATE TRADING

If, during the "indemnity period", goods are sold or services are rendered for the benefit of the "business" elsewhere than at the "premises" by or on behalf of the Insured, the money paid or payable in respect of such sales or service will be brought into account in arriving at the "revenue" during the "indemnity period".

2. COMMENCEMENT OF LIABILITY

The commencement of the Insurer's liability will be the latest of:
a. the time of the "accident"; or
b. 24 hours before the notice of "accident" is received.
Upon receipt of satisfactory evidence from the Insured that a delay in reporting has not prejudiced the Insurer in any way, this clause will be waived.

3. MULTIPLE LOCATIONS OR DIVISIONS

If the Insured operates multiple locations that contribute to the "revenue" of the "business", calculation of "revenue shortfall" will be based on the operations of the "business" as a whole and not strictly on the "revenue shortfall" of the location that sustains an "accident" so long as the "revenue shortfall" arises from an "accident" at the "premises".

4. OBLIGATION TO MINIMIZE LOSS

In the event of an "accident" in consequence of which a claim is or may be made under this form, the Insured will cooperate with the Insurer to do all things that are reasonably practicable to minimize interruption of or interference with the "business" in order to avoid or diminish the loss payable.

5. PROPERTY DAMAGE PROVISION

It is a condition precedent to any payment under II. Measure of Recovery that, at the time of the occurrence of the "accident", there is in force Equipment Breakdown insurance covering the interest of the Insured in the property at the "premises" against such "accident"

and that payment has been made or liability admitted under such insurance. However, this provision does not apply where no payment is made or liability admitted under such insurance solely owing to the application of a deductible.

6. WAITING PERIOD

If a waiting period is shown on the "Policy Declarations", the Insurer's liability will be only for covered loss incurred during the "indemnity period" after application of the waiting period.

VI. DEFINITIONS

Whenever used in this form and endorsements attached to this form:

1. "accident" means a sudden and unforeseen and unexpected physical breakdown to the "object", or any part of the "object", which necessitates repair or replacement of the "object" or any part of the "object", provided the "object" has been completely installed, tested, and contractually accepted by the Insured. However accident does not mean nor include:
   a. depletion, deterioration, corrosion, surface cracking or erosion of material;
   b. wear and tear;
   c. the cracking of any part of any turbine exposed to hot gases or to the products of combustion;
   d. leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
   e. the functioning of any safety device or protective device;
   f. the breakdown of any structure or foundation supporting the "object" or any part of the "object";
   g. the breakdown of an "object" while undergoing testing whether electrical, hydrostatic, pneumatic, gas pressure or performance test; or
   h. impact by vehicle.

2. "business" means the operations of the Insured as shown on the "Policy Declarations".

3. "business Income" means the amount by which:
   a. the sum of:
      i. the "revenue", plus
      ii. the amounts of closing stock and work in progress
      exceeds
   b. the sum of:
      i. the amounts of opening stock and work in progress, plus
      ii. the amount of the "variable operating expenses".

4. "business income percentage" means the percentage obtained by dividing the "business income" by the "revenue" generated in the 12 month period immediately before the date of the "accident". Adjustments will be made:
   a. as may be necessary to provide for the trend of the "business"; and
   b. for variations in the "business" or other circumstances which would have affected the "business income" had the "accident" not occurred, so that the adjusted figures will represent, as nearly as reasonably practicable, the results which, but for the "accident", would have been obtained during the comparable period after the "accident".

5. "contributing business" is an enterprise which is not owned, rented or controlled in whole or in part by the Insured, and:
   a. provides products, materials or services to the Insured or anyone else on the Insured's behalf;
   b. receives products, materials or services that the Insured produces or sells; or
   c. is within a 500 meter radius of the "premises" and which attracts "revenue".

   "Contributing business" does not mean an enterprise that, directly or indirectly, provides to or receives from the Insured "utility services".

6. "expected revenue" means the "revenue" in the financial year immediately prior to the date of the "accident" during the period that corresponding with the "indemnity period". This "revenue" will be adjusted to represent as closely as possible the results which, but for the "accident", would have been obtained during the comparable period after the "accident". Adjustments will be made:
   a. as may be necessary to provide for the trend of the "business"; and
   b. for variations in the "business" or other circumstances which would have affected the "business income" had the "accident" not occurred, so that the adjusted figures will represent, as nearly as reasonably practicable, the results which, but for the "accident", would have been obtained during the comparable period after the "accident".

7. "indemnity period" means the period beginning with the commencement of the Insurer's liability as described in V. SPECIAL CONDITIONS 2. COMMENCEMENT OF LIABILITY, and ending not later than the number of months shown on the "Policy Declarations", during which the results of the "business" has been affected in consequence of the "accident", irrespective if a waiting period applies.

8. "object" means any equipment or apparatus described below, subject to the exclusions specified herein, only while the object is located on the "premises" of the insured specified on the "Policy Declarations" and is in use or connected ready for use any:
   a. i. ASME (American Society of Mechanical Engineers) approved Boiler or pressure vessels which are normally subject to vacuum or internal pressure other than static pressure of contents including:
      (a) boiler;
      (b) condensate return tank;
      (c) fired pressure vessel;
      (d) fibreglass reinforced plastic vessel, or metal unfired vessels,

(e) refrigeration or air conditioning vessels and piping; or
(f) metal piping and its accessories including:
(1) feed water piping between any boiler and its feed pumps or injectors;
(2) boiler condensate return piping;
(3) chilled water piping connected to and forming part of a refrigeration or air conditioning system;
(4) arrangement of piping used in conjunction with fluid heating system, together with valves, radiators and fittings connected to such system, provided such systems are not encased or requiring excavation;
(5) any unfired pressure vessels which is used for the storage of gas or liquid and which is periodically filled, moved, emptied and refilled in the course of its normal service, will be considered as connected ready for use within the terms of the policy;
(6) mechanical or electrical equipment mounted on or forming part thereof used solely for the purposes of monitoring or controlling such object.

ii. Mechanical, electrical machine or apparatus which generates, transmits or utilizes mechanical or electrical power including electronic equipment meaning;
(a) any data processing, calculating or computing equipment, or any electronic machine, device or instrument;
(b) any x-ray machine, magnetic resonance imaging (MRI), computed tomography (CT scan), electronic microscope, laser, particle accelerator, beta gauge, spectrograph including equipment used for research, diagnostic, treatment, experimental medical or scientific purposes or any equipment or apparatus utilizing radio-active materials: or
(c) any equipment used for the generation, control, transmission, reception, reproduction, playback or any other use of television, radio, or telecommunications signals.

b. "Objects" described in 8.a.i. and 8.a.ii. do not mean or include any:
i. refractory or insulating material, non-metallic lining or covering, boiler setting, or any part of a boiler or fired pressure vessel which does not contain steam, water or other heat transfer medium;
ii. oven, stove, furnace, incinerator or kiln but not excluding any electrical or mechanical device mounted on or forming part of, and used solely for the purpose of controlling or operating such equipment;
iii. sewer, sprinkler system, domestic water supply, or waste disposal piping;
iv. buried piping or electrical cables which are not contained within a duct, tunnel or raceway;
v. part of a vehicle, aircraft, structure or floating vessel;
vi. elevator or any part of an elevator, escalator, conveyor, crane, hoist, power shovel, dragline or excavator, but not excluding any electrical or mechanical device mounted on or forming part of, and used solely for the purpose of controlling or operating such equipment; or
vii. electrical trailing cable, induction furnace coil or electrical equipment beyond the secondary bus of an arc furnace transformer.

9. "ordinary payroll expenses" means the entire payroll expense prior to the date of loss for all employees of the Insured, other than salaries to officers, executives and other integral and key employees whose services would not be dispensed with in the event of an "accident".

10. "Policy Declarations" means the policy declarations applicable to this policy for the current policy period, including any supplementary pages or schedules.

11. "premises" means:
a. the entire area within the property lines at the location(s) described on the "Policy Declarations";
b. areas under adjoining sidewalks and driveways.

12. "revenue" means the money paid or payable to the Insured for:
a. goods sold and delivered and for services rendered in course of the "business" after allowing for returns and discounts; and
b. gross rental income for real estate leased or rented to others.

13. "revenue shortfall" means the amount by which the "revenue" during the "indemnity period" falls short of "expected revenue".

14. "territorial limits" means Canada and the continental United States of America.

15. "utility property" means communication equipment, satellite receivers, generating plants, transformer stations, switching stations, sub-stations, transformers, pumping stations, sewerage or other apparatus that supply "utility services" to the "premises".

16. "utility services" means communications, electricity, gas, refrigeration, steam, water or outgoing sewerage service delivered to the "premises" through the use of "utility property".

17. "variable operating expenses" means:

a. "ordinary payroll expenses";
b. credit and debit card fees;
c. all purchases (less discounts received);
d. packing materials;
e. delivery and freight (other than by own vehicles); and
f. any items shown on the "Policy Declarations" as Additional Variable Operating Expenses.

This coverage is subject to all the terms, provisions, and conditions of the policy to which this form attaches, except as they may be varied herein.

I. COVERAGES

Coverage(s) under this form applies only if a limit of insurance for the applicable coverage is shown on the "policy declarations".

A - DATA COMPROMISE RESPONSE EXPENSES

1. DATA COMPROMISE RESPONSE EXPENSES applies only if all of the following conditions are met:
   a. there has been a "personal data compromise";
   b. such "personal data compromise" took place in the "coverage territory";
   c. such "personal data compromise" is first discovered by the "named insured" during the "policy period"; and
   d. such "personal data compromise" is reported to the Insurer as soon as practicable, but in no event more than 60 days after the date it is first discovered by the "named insured".

2. If the conditions listed in 1. above have been met, then the Insurer will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable**.** Items 2.d. and 2.e. below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under item 2. c. below.

   a. **FORENSIC IT REVIEW**
   The Insurer will pay for professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".
   This does not include costs to analyze, research or determine any of the following:
   i. vulnerabilities in systems, procedures or physical security;
   ii. compliance with Payment Card Industry or other industry security standards; or
   iii. the nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".
   If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, the Insurer will pay for costs covered under FORENSIC IT REVIEW, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", the Insurer will not pay for any further costs.

   b. **LEGAL REVIEW**
   The Insurer will pay for a professional legal counsel review of the "personal data compromise" and how the "named insured" should best respond to it.

   If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, the Insurer will pay for costs covered under LEGAL REVIEW, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", the Insurer will not pay for any further costs.

   c. **NOTIFICATION TO AFFECTED INDIVIDUALS**
   The Insurer will pay the "named insured's" necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

   d. **SERVICES TO AFFECTED INDIVIDUALS**
   The Insurer will pay the "named insured's" necessary and reasonable costs to provide the following services to "affected individuals". Services iii. and iv. below apply only to "affected individuals" from "personal data compromise" events involving "personally identifying information".
   i. **Information Materials**
   A packet of loss prevention customer support information.
   ii. **Help Line**
   A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in items d. iii. and d. iv. below.
   iii. **Fraud Alert**
   An alert placed on a credit file advising the creditor to validate the legitimacy of a credit application by contacting the "affected individual". This service is initiated by the "affected individual" contacting the designated service provider who will provide assistance with placement of alerts with all designated credit bureaus.
   iv. **Identity Restoration Case Management**

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

e. **PUBLIC RELATIONS**
The Insurer will pay for a professional public relations firm review of and response to the potential impact of the "personal data compromise" on the "named insured's" business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain the "named insured's" relationship with "affected individuals". However, the Insurer will not pay for promotions provided to any of the "named insured's" "executives" or "employees"

f. **REGULATORY FINES AND PENALTIES**
The Insurer will pay for any fine or penalty imposed on the "named insured" by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.

g. **PCI FINES AND PENALTIES**
The Insurer will pay for any Payment Card Industry fine or penalty imposed under a contract to which the "named insured" is a party. PCI FINES AND PENALTIES do not include any increased transaction costs.

h. **NOTIFICATION TO THE OFFICE OF THE PRIVACY COMMISSIONER OF CANADA OR OTHER REGULATORY AUTHORITY**
The Insurer will pay the necessary and reasonable expenses to provide notification of the "personal data compromise" to the Office of the Privacy Commissioner of Canada and any other regulatory authority as may be required.

B - COMPUTER ATTACK

1. COMPUTER ATTACK applies only if all of the following conditions are met:
   a. there has been a "computer attack";
   b. such "computer attack" occurred in the "coverage territory";
   c. such "computer attack" is first discovered by the "named insured" during the "policy period"; and
   d. such "computer attack" is reported to the Insurer as soon as practicable, but in no event more than 60 days after the date it is first discovered by the "named insured".
2. If the conditions listed in 1. above have been met, then the Insurer will provide the "insured" with the following coverages for "loss" directly arising from such "computer attack".
   a. Data Restoration
   The Insurer will pay the "named insured's" necessary and reasonable "data restoration costs".
   b. Data Re-creation
   The Insurer will pay the "named insured's" necessary and reasonable "data re-creation costs".
   c. System Restoration
   The Insurer will pay the "named insured's" necessary and reasonable "system restoration costs".
   d. Loss of Business
   The Insurer will pay the "named insured's" actual "business income and extra expense loss".
   e. Public Relations
   If the "named insured" suffers a covered "business income and extra expense loss", the Insurer will pay for the services of a professional public relations firm to assist the "named insured" in communicating a response to the "computer attack" to the media, the public and the "named insured's" customers, clients, or members.

C - CYBER EXTORTION

1. CYBER EXTORTION applies only if all of the following conditions are met:
   a. there has been a "cyber extortion threat";
   b. such "cyber extortion threat" occurred in the "coverage territory";
   c. such "cyber extortion threat" is first made against the "named insured" during the "policy period"; and
   d. such "cyber extortion threat" is reported to the Insurer as soon as practicable, but in no event more than 60 days after the date it is first made against the "named insured".
2. If the conditions listed in 1. above have been met, then the Insurer will pay for the necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by the Insurer. The Insurer will not pay for "cyber extortion expenses" that have not been approved in advance and will not unreasonably withhold approval.
3. The "named insured", an "employee" or "executive" must make every reasonable effort not to divulge the existence of this CYBER EXTORTION coverage.

D - DATA COMPROMISE LIABILITY

1. DATA COMPROMISE LIABILITY applies only if all of the following conditions are met:
   a. During the "policy period" or any applicable Extended Reporting Period, the "named insured" first receives notice of one of the following:
      i. a "claim" brought by or on behalf of one or more "affected individuals"; or
      ii. a "regulatory proceeding" brought by a governmental entity.
   b. Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that:
      i. took place during the "coverage term";

ii. took place in the "coverage territory"; and
iii. was submitted to the Insurer under DATA COMPROMISE RESPONSE EXPENSES.

c. Such "claim" is reported to the Insurer as soon as practicable, but in no event more than 60 days after the date it is first received by the "named insured".

2. If the conditions listed in 1. above have been met, then the Insurer will pay on the "insured's" behalf any covered:
   a. "loss" directly arising from the "claim"; or
   b. "defence costs" directly arising from a "regulatory proceeding".
3. All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by the "named insured".

E - NETWORK SECURITY LIABILITY

1. NETWORK SECURITY LIABILITY applies only if all of the following conditions are met:
   a. during the "policy period" or any applicable Extended Reporting Period, the "named insured" first receives notice of a "claim" which arises from a "network security incident" that:
      i. took place during the "coverage term"; and
      ii. took place in the "coverage territory".
   b. Such "claim" is reported to the Insurer as soon as practicable, but in no event more than 60 days after the date it is first received by the "named insured".
2. If the conditions listed in 1. above have been met, then the Insurer will pay on the "insured's" behalf any covered "loss" directly arising from the "claim".
3. All "claims" arising from a single "network security incident" or interrelated "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by the "named insured".

F - ELECTRONIC MEDIA LIABILITY

1. ELECTRONIC MEDIA LIABILITY applies only if all of the following conditions are met:
   a. During the "policy period" or any applicable Extended Reporting Period, the "named insured" first receives notice of a "claim" which arises from a "electronic media incident" that:
      i. took place during the "coverage term";
      ii. took place in the "coverage territory"; and
   b. Such "claim" is reported to the Insurer as soon as practicable, but in no event more than 60 days after the date it is first received by the "named insured".
2. If the conditions listed in 1. above have been met, then the Insurer will pay on the "insured's" behalf any covered "loss" directly arising from the "claim".
3. All "claims" arising from a single "electronic media incident" or interrelated "electronic media incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by the "named insured".

G - IDENTITY RECOVERY

1. IDENTITY RECOVERY applies only if all of the following conditions are met:
   a. there has been an "identity theft" involving the personal identity of an "identity recovery insured" under this AVIVA CYBER INSURANCE FOR BUSINESS form;
   b. such "identity theft" took place in the "coverage territory";
   c. such "identity theft" is first discovered by the "identity recovery insured" during the "policy period"; and
   d. such "identity theft" is reported to the Insurer within 60 days after the date it is first discovered by the "identity recovery insured".
2. If the conditions listed in 1. above have been met, then the Insurer will provide the following to the "identity recovery insured":
   a. Case Management Service
   The Insurer will pay for the services of an "identity recovery case manager" as needed to respond to the "identity theft"; and
   b. Expense Reimbursement
   The Insurer will pay for reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

H - MISDIRECTED PAYMENT FRAUD

1. MISDIRECTED PAYMENT FRAUD applies only if all of the following conditions are met:
   a. there has been a "wrongful transfer event" against the "named insured";
   b. such "wrongful transfer event" took place in the "coverage territory";
   c. such "wrongful transfer event" is first discovered by the "named insured" during the "policy period";
   d. such "wrongful transfer event" is reported to the Insurer within 60 days after the date it is first discovered by the "named insured"; and
   e. such "wrongful transfer event" is reported in writing by the "named insured" to the police.
2. If the conditions listed in 1. above have been met, then the Insurer will pay the "named insured's" necessary and reasonable "wrongful transfer costs" arising directly from the "wrongful transfer event".

II. EXCLUSIONS

The following exclusions are applicable to this AVIVA CYBER INSURANCE FOR BUSINESS form. The Insurer will not pay for costs or "loss" arising from:

1. **Attack**

Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".

2. **Business identity theft and identity theft not reported to the police**
   a. the theft of a professional or business identity; or
   b. an "identity theft" that is not reported in writing to the police.

3. **Contagious disease**
   Any loss, damage, liability, claim, cost or expense of whatever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a "communicable disease" or the fear or threat (whether actual or perceived) of a "communicable disease" regardless of any other cause or event contributing concurrently or in any other sequence thereto.

4. **Criminal, dishonest, fraudulent or illegal acts**
   Any:
   a. criminal, dishonest or fraudulent act, error or omission; or
   b. intentional or wanton and reckless violation of any law or regulation,
   committed by or at the direction of the "named insured" or any of the "named insured's" "executives", whether acting alone or in collusion with others, and whether occurring during or outside the hours of employment. This exclusion does not apply to an "insured" who did not commit, consent to, direct or participate in such act, error, omission or violation.

5. **Criminal investigations and proceedings**
   Any criminal investigation or proceeding.

6. **Deficiencies in systems**
   The cost to research or correct any deficiency.

7. **Extortion**
   Any threat, extortion or blackmail including but not limited to, ransom payments and private security assistance. Extortion as used in this exclusion means all types of extortion except a "cyber extortion threat" as defined and covered under the CYBER EXTORTION coverage under this AVIVA CYBER INSURANCE FOR BUSINESS form.

8. **Fines and penalties**
   Any, fines or penalties other than those explicitly covered under DATA COMPROMISE RESPONSE EXPENSES, item 2.

9. **Fraudulent acts by an identity recovery Insured**
   Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any "authorized representative" of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

10. **Intentional mishandling of personal information**
    "Named insured's" or "executive's" reckless disregard for the security, of the "named insured's" "computer system" or data including confidential or sensitive information of others in the named insured's" care, custody, or control.

11. **Interruption**
    Failure or interruption of or damage to the internet or an internet service provider.

12. **Malicious code**
    The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by the "named insured" for sale, lease or license to third parties.

13. **Non-monetary relief**
    That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defence costs" arising from an otherwise insured "wrongful act".

14. **Nuclear incident and radioactive contamination**
    Loss or damage caused directly or indirectly by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused, even though any other cause or event contributes concurrently or in any sequence to the loss.

15. **Personal data compromise before coverage term**
    Any "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "wrongful act" occurring before the "coverage term".

16. **Pollutants or contaminants**
    Any "loss" or liability arising out of "pollutants and contaminants" or the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants and contaminants", or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants and contaminants", or in any way respond to or assess the effects of "pollutants and contaminants".

17. **Property damage or bodily injury**
    Any "property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Data

Compromise Liability, Network Security Liability or Electronic Media Liability.

18. **Publication**
Any oral or written publication of material, if done either by the "named insured" or an "executive" or by an "employee" at the direction of an "executive" of the "named insured", with knowledge of its falsity.

19. **Terrorism**
Loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

20. **War**
War and hostile action, including any of the following and any consequences of any of the following:

a. Cyber warfare, whether or not occurring in combination with physical combat;
b. Undeclared war;
c. Civil war;
d. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any "combatant", or;
e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by government authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a "computer network or computer system" with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a "combatant".

a. The attribution of an action to a "combatant" will be determined by relying on reasonable evidence such as:

i. Statement by an impacted government, sovereign or other authority;
ii. Statement by widely recognized international bodies (such as the United Nations) or alliance (such as the North Atlantic Treaty Organization); or
iii. Consensus opinion within relevant expert communicative such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the "loss".

21. **Willful complicity**
The "named insured's", or any "executive's" or "employee's" intentional or willful complicity in a covered "loss" event.

III. LIMITS OF INSURANCE

1. **Annual Aggregate Limits**
Except for post-judgment interest, the **AVIVA CYBER INSURANCE FOR BUSINESS** form Aggregate Limit shown in the "policy declarations" is the most the Insurer will pay for all "loss" under all applicable coverage sections, except Identity Recovery, in any one "policy period" or any applicable Extended Reporting Period. The **AVIVA CYBER INSURANCE FOR BUSINESS** form Aggregate Limit shown in the "policy declarations" applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

The Identity Recovery Coverage is subject to the Identity Recovery Limit as shown in the "policy declarations".

2. **Coverage Sublimits**
a. **Data Compromise Sublimits**
The most the Insurer will pay under DATA COMPROMISE RESPONSE EXPENSES for PUBLIC RELATIONS coverage for "loss" arising from any one "personal data compromise" is the applicable sublimit for PUBLIC RELATIONS shown in **"**policy declarations**"**.

The most the Insurer will pay under DATA COMPROMISE RESPONSE EXPENSES coverage for "loss" arising from any "malware-related compromise" is the 1st Party Named Malware sublimit indicated for this AVIVA CYBER INSURANCE FOR BUSINESS form. For the purpose of the 1st Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise".

These sublimits are part of, and not in addition to, the DATA COMPROMISE RESPONSE EXPENSES annual Aggregate Limit shown in the "policy declarations".

The most the Insurer will pay under DATA COMPROMISE LIABILITY coverage for "loss" arising from any "malware-related compromise" is the 3rd Party Named Malware sublimit indicated for this AVIVA CYBER INSURANCE FOR BUSINESS form. For the purpose of the 3rd Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not

in addition to, the limit or limits applicable to the DATA COMPROMISE LIABILITY coverage.

b. **Computer Attack Sublimits**
The most the Insurer will pay under COMPUTER ATTACK for PUBLIC RELATIONS coverage for "loss" arising from any one "computer attack" is the applicable sublimit for PUBLIC RELATIONS shown in the "policy declarations". This sublimit is part of, and not in addition to, the COMPUTER ATTACK Limit shown in the "policy declarations".

c. **Misdirected Payment Fraud Sublimit**
The most the Insurer will pay under MISDIRECTED PAYMENT FRAUD coverage for "loss" arising from one "wrongful transfer event" is the applicable sublimit shown in the "policy declarations". This sublimit is part of, and not in addition to, the AVIVA CYBER INSURANCE FOR BUSINESS Annual Aggregate Limit shown in the "policy declarations".

d. **Cyber Extortion Sublimit**
The most the Insurer will pay under CYBER EXTORTION coverage for "loss" arising from one "cyber extortion threat" is the applicable limit shown in the "policy declarations".

e. **Identity Recovery Sublimit**
The following provisions are applicable only to the IDENTITY RECOVERY coverage.
   i. Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses the Insurer incurs to provide Case Management Services do not reduce the annual Aggregate Limit for IDENTITY RECOVERY.
   ii. Costs covered under item d., Legal Costs of the definition of "identity recovery expenses" are part of, and not in addition to, the annual Aggregate Limit for IDENTITY RECOVERY.
   iii. Costs covered under item e., Lost Wages and item f., Child and Elder Care Expenses of the definition of "identity recovery expenses" are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the "policy declarations". This sublimit is part of, and not in addition to, the annual Aggregate Limit for IDENTITY RECOVERY. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
   iv. Costs covered under item g., Miscellaneous Unnamed Costs of the definition of "identity recovery expenses" is subject to the Miscellaneous Unnamed Costs sublimit shown in the "policy declarations". This sublimit is part of, and not in addition to, the annual Aggregate Limit for IDENTITY RECOVERY. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

3. **Application of Limits**
   a. A "computer attack", "cyber extortion threat", "personal data compromise", "identity theft" or "wrongful transfer event" may be first discovered by the "named insured" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise", "identity theft" or "wrongful transfer event" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise", "identity theft" or "wrongful transfer event" was first discovered by the "named insured".

   b. The "named insured" may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by the "named insured".

   c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".

   d. Coverage for Services to Affected Individuals under DATA COMPROMISE RESPONSE EXPENSES is limited to costs to provide such services for a period of up to 12 months from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such 12-month period may continue for a period of up to 12 months from the date such Identity Restoration Case Management services are initiated.

IV. DEDUCTIBLES

1. The Insurer will not pay for "loss" until the amount of insured "loss" exceeds the deductible amount shown in the "policy declarations". The Insurer will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the "policy declarations" for the AVIVA CYBER INSURANCE FOR BUSINESS POLICY form. The "named insured" will be responsible for the applicable deductible amount.

2. The deductible will apply to all:
   a. "Loss" arising from the same insured event or interrelated insured events under DATA COMPROMISE RESPONSE EXPENSES, COMPUTER ATTACK, CYBER EXTORTION or MISDIRECTED PAYMENT FRAUD.
   b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under DATA COMPROMISE LIABILITY, NETWORK SECURITY LIABILITY or ELECTRONIC MEDIA LIABILITY.

3. In the event that "loss" is insured under more than one coverage section, only the single highest deductible applies.

4. Insurance coverage under IDENTITY RECOVERY is not subject to a deductible.

V. ADDITIONAL CONDITIONS

The conditions outlined within 910000-02 POLICY CONDITIONS apply to this form. Any term defined within this form that appears within the POLICY CONDITIONS shall be interpreted as defined within this form.

The following additional conditions apply to this form only:

1. **BANKRUPTCY**
   Bankruptcy or insolvency of the "named insured" or of the "named insured's" estate will not affect the Insurer's obligations under this insurance.

2. **PREMIUM AUDIT**
   a. The Insurer will calculate the premium for this insurance in accordance with the Insurer's rules and rates.
   b. The "named insured" must keep records of the information the Insurer needs for premium calculation and send copies of such records to the Insurer whenever asked to do so.

3. **PREMIUM PAYMENT**
   The "named insured"
   a. is responsible for the payment of all premiums; and
   b. will be the payee for any premium refunds.

4. **REPRESENTATIONS**
   By accepting this form, the "named insured" agrees:
   a. the information on the "policy declarations" is accurate and complete;
   b. that information is based upon representations the "named insured" made to the Insurer; and
   c. the Insurer has issued this form in reliance upon the representations of the "named insured".

5. **SEPARATION OF INSUREDS AND CROSS-LIABILITY - AS APPLICABLE TO SECTION I, COVERAGES, ITEMS D, E, AND F**
   Except with respect to the limits of insurance and any rights and duties specifically assigned to the "named insured" shown on the "policy declarations", this insurance applies:
   a. as if each "insured" is the only "insured"; and
   b. separately to each "insured" against whom "claim" is made or "action" is brought.

6. **TRANSFER OF INSURED'S RIGHT OF RECOVERY**
   If an "insured" has the right to recover, from another person or entity, all or part of any payment made under this insurance by the Insurer, that right is transferred to the Insurer. The "insured" may not do anything after a loss has occurred to impair that right. At the Insurer's request, the "insured" will bring an "action" on or transfer to the Insurer that right and help the Insurer enforce that right. The Insurer waives transfer of the right to recover covered "loss" and "settlement costs" against the "insured".

7. **TRANSFER OF NAMED INSURED'S RIGHTS AND DUTIES**
   a. If an individual "insured" dies, and until the legal representative of that "insured" is appointed, anyone having proper temporary custody of the property of that "insured" will have the rights and duties of that "named insured", but only with respect to that property. Once the legal representative of that "insured" is appointed, the rights and duties of that "named insured" under this form will be transferred to that representative, but only insofar as the representative is acting within the scope of duties as the legal representative of that "insured".
   b. Otherwise, the rights and duties of the "insured" under this form may not be transferred without the Insurer's written consent.

8. **CONCEALMENT OR MISREPRESENTATION**
   Coverage will be void if the application for insurance contains any misrepresentation or material non-disclosure, but only with respect to:
   a. the person or persons who signed the application; and
   b. any other person who, before the inception date of this form, knew about the misrepresentation or material non-disclosure.

9. **CONSOLIDATION OR MERGER**
   a. If, after the effective date of this form, the "named insured" acquires by merger, or consolidates with, or is merged into any other organization, the "named insured" must give written notice to the Insurer of the change within 60 days, together with such information as the Insurer may request. The "named insured" must pay any additional premium required.
   b. This form will continue to apply until the end of the current "policy period" to "wrongful acts" committed before:
      i. the consolidation or merger of the "named insured" with another organization; or
      ii. more than 50% of the assets of the "named insured" are acquired by another organization.
   c. The premium for this form will be deemed fully earned from the effective date of the consolidation or merger. If the Insurer refuses to insure the "named insured" after the consolidation or merger, the "named insured" may exercise its rights under EXTENDED REPORTING PERIOD.

10. **WARRANTY**

    It is warranted that the particulars and statements contained in the written application for this insurance are the basis of this insurance and are to be considered as incorporated in and constituting part of the form.
    The knowledge of an "executive" of the "named insured" regarding any circumstance, fact or "wrongful act" will be imputed to the "named insured".

11. **DEFENCE AND SETTLEMENT**

a. The Insurer shall have the right and the duty to assume the defence of any applicable "claim" or "regulatory proceeding" against the "insured". The "insured" shall give the Insurer such information and cooperation as the Insurer may reasonably require.
b. The "insured" shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any "defence costs" without the Insurer's prior written consent.
c. At the time a "claim" or "regulatory proceeding" is first reported to the Insurer, the "insured" may request that the Insurer appoint a defence lawyer of the "named insured's" choice. The Insurer will give full consideration to any such request.
d. If the "insured" refuses to consent to any settlement recommended by the Insurer and acceptable to the claimant, the Insurer may then withdraw from the "insured's" defence by tendering control of the defence to the "insured". From that point forward, the "insured" shall, at the "insured's" own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of the Insurer. The Insurer's liability shall not exceed the amount for which the "claim" or suit could have been settled if such recommendation was consented to, plus "defence costs" incurred by the Insurer, and "defence costs" incurred by the "insured" with the Insurer's written consent, prior to the date of such refusal.
e. The Insurer will not be obligated to pay any "loss" or "defence costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
f. The Insurer will pay all interest on that amount of any judgement within the applicable limit of insurance which accrues:
   i. After entry of judgement; and
   ii. Before the Insurer pays, offers to pay or deposits in court that part of the judgement within the applicable limit of insurance or, in any case, before the Insurer pays or offers to pay the entire applicable limit of insurance.

   These interest payments will be in addition to and not part of the applicable limit of insurance.
g. The amount the Insurer will pay as "loss" and "defence costs" is limited as described in III. LIMITS OF INSURANCE. The Insurer's right and duty to defend ends when the limit of insurance has been exhausted in the payment of:
   i. in the Province of Quebec, judgments and settlements; or
   ii. in any jurisdiction except the Province of Quebec, judgments, settlements and "defence costs".

12. **COOPERATION**
   a. The "insured" will cooperate with the Insurer in the investigation and settlement of all claims.

13. **EXAMINATION OF BUSINESS RECORDS**
   a. The Insurer or its authorized representatives have the right to examine the "named insured's" business records as they relate to this insurance at any time during the "policy period" and up to 3 years afterwards.
   b. This condition will not restrict the Insurer's rights as they relate to claims presented under this form.

14. **NO BENEFIT TO THIRD PARTY BAILEE**
   This insurance will not directly or indirectly benefit any third party bailee.

15. **DUE DILIGENCE**
   The "insured" agrees to use due diligence to prevent and mitigate "loss" insured under this AVIVA CYBER INSURANCE FOR BUSINESS form. This includes, but is not limited to, complying with, and requiring the "named insured's" vendors to comply with, reasonable and industry-accepted protocols for:
   a. providing and maintaining appropriate physical security for the "named insured's" premises, "computer systems" and hard copy files;
   b. providing and maintaining appropriate computer and Internet security;
   c. maintaining and updating at appropriate intervals backups of computer data;
   d. protecting transactions, such as processing credit card, debit card and cheque payments; and
   e. appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

16. **DUTIES IN THE EVENT OF A CLAIM, REGULATORY PROCEEDING OR LOSS**
   a. If, during the "policy period", incidents or events occur which the "named insured" reasonably believes may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, provincial, or local agency; or upon an oral "claim", allegation or threat, the "named insured" shall give written notice to the Insurer as soon as practicable and either:
      i. anytime during the "policy period", or
      ii. anytime during the Extended Reporting Periods, if applicable.
   b. If a "claim" or "regulatory proceeding" is brought against the "insured", then the "named insured" must:
      i. immediately record the specifics of the "claim" or "regulatory proceeding" and the date received;
      ii. provide the Insurer with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by the "named insured";
      iii. immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding".
      iv. authorize the Insurer to obtain records and other information;
      v. cooperate with the Insurer in the investigation, settlement or defence of the "claim" or "regulatory proceeding";
      vi. assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "loss" or "defence costs" to which this insurance may also apply; and
      vii. not take any action, or fail to take any required action, that prejudices the "insured's" or Insurer's rights with respect to such "claim" or "regulatory proceeding".
   c. In the event of a "personal data compromise", "computer attack", "cyber extortion threat", "identity theft" or "wrongful transfer event" insured under this AVIVA CYBER INSURANCE FOR BUSINESS form, the "insured" and any involved "identity recovery insured" must see that the following are done:

i. Notify the police if a law may have been broken.
ii. Notify the Insurer as soon as practicable, but in no event more than 60 days after the "personal data compromise", "computer attack", "cyber extortion threat", "identity theft", or "wrongful transfer event". Include a description of any property involved.
iii. As soon as possible, give the Insurer a description of how, when and where the "personal data compromise", "computer attack", "cyber extortion threat", "identity theft" or "wrongful transfer event" occurred.
iv. As often as may be reasonably required, permit the Insurer to:
(a) inspect the property proving the "personal data compromise", "computer attack", "cyber extortion threat", "identity theft", or "wrongful transfer event";
(b) examine the "named insured's" books, records, electronic media and records and hardware;
(c) take samples of damaged and undamaged property for inspection, testing and analysis; and
(d) make copies from the "named insured's" books, records, electronic media and records and hardware.
v. Send the Insurer, signed, sworn proof of "loss" containing the information the Insurer requests to investigate the "personal data compromise", "computer attack", "cyber extortion threat", "identity theft", or "wrongful transfer event". The "named insured" must do this within 60 days after the Insurer's request. The Insurer will supply the "named insured" with the necessary forms.
vii. Cooperate with the Insurer in the investigation or settlement of the "personal data compromise", "computer attack", "cyber extortion threat", "identity theft", or "wrongful transfer event".
vii. If the "named insured" intends to continue business, the "named insured" must resume all or part of operations as quickly as possible.
viii. Make no statement that will assume any obligation or admit any liability, for any "loss" for which the Insurer may be liable, without the Insurer's prior written consent.
ix. Promptly send the Insurer any legal papers or notices received concerning the "loss".

d. The Insurer may examine the "insured" under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including the "named insured's" books and records. In the event of an examination, the "insured's" answers must be signed.
e. The "insured" may not, except at the "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense without the Insurer's prior written consent.

17. **EXTENDED REPORTING PERIODS**
a. The "named insured" will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".
b. If a "termination of coverage" has occurred, the "named insured" will have the right to the following:
i. at no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which the "named insured" may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this AVIVA CYBER INSURANCE FOR BUSINESS form; and
ii. (a) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which the "named insured" may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this AVIVA CYBER INSURANCE FOR BUSINESS form.
(b) To obtain the Supplemental Extended Reporting Period, the "named insured" must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If the Insurer does not receive the written request as required, the "named insured" may not exercise this right at a later date.
(c) This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

18. **IDENTITY RECOVERY ASSISTANCE**
The **Identity Recovery Assistance** can provide the "identity recovery insured" with:
a. information and advice for how to respond to a possible "identity theft"; and
b. instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, the Insurer may provide Case Management Services at the Insurer's expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. The Insurer's provision of such services is not an admission of liability under the AVIVA CYBER INSURANCE FOR BUSINESS form. The Insurer reserves the right to deny further coverage or service if, after investigation, the Insurer determines that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to the Insurer, within 60 days after the Insurer's request, receipts, bills or other records that support his or her "claim" for "identity recovery expenses".

19. **LEGAL ACTION AGAINST THE INSURER**
No one may bring a legal action against the Insurer under this insurance unless:
a. there has been full compliance with all of the terms of this insurance; and
b. the action is brought within two years after the date the "loss" or "identity theft" is first discovered by the "named insured", or the date on which the "named insured" first receives notice of a "claim" or "regulatory proceeding".

20. **LEGAL ADVICE**
The Insurer is not the "insured's" legal advisor. The Insurer's determination of what is or is not insured under this AVIVA CYBER INSURANCE FOR BUSINESS form does not represent advice or counsel from the Insurer about what the "insured" should or should not do.

21. **OTHER INSURANCE**
If there is other insurance that applies to the same "loss", this AVIVA CYBER INSURANCE FOR BUSINESS form shall apply only as excess insurance after all other applicable insurance has been exhausted.

22. **PRE-NOTIFICATION CONSULTATION**
The "named insured" agrees to consult with the Insurer prior to the issuance of notification to "affected individuals". The Insurer assumes no responsibility under DATA COMPROMISE RESPONSE EXPENSES for any services promised to "affected individuals" without the Insurer's prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition 9, Service Providers. The "named insured" must provide the following at the Insurer's pre-notification consultation with the "named insured":
   a. The exact list of "affected individuals" to be notified, including contact information.
   b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
   c. The scope of services that the "named insured" desires for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available DATA COMPROMISE RESPONSE EXPENSES limit of insurance.

23. **SERVICE PROVIDERS**
   a. The Insurer will only pay under this AVIVA CYBER INSURANCE FOR BUSINESS form for services that are provided by service providers approved by the Insurer. The "named insured" must obtain the Insurer's prior approval for any service provider whose expenses the "named insured" wants covered under this AVIVA CYBER INSURANCE FOR BUSINESS form. The Insurer will not unreasonably withhold such approval.
   b. Prior to the Pre-Notification Consultation described in Additional Condition, 22, Pre-Notification Consultation Condition, the "named insured" must come to agreement with the Insurer regarding the service provider(s) to be used for the Notification to "affected individuals" and Services to Affected Individuals. The Insurer will suggest a service provider. If the "named insured" prefers to use an alternate service provider, the Insurer's coverage is subject to the following limitations:
      i. such alternate service provider must be approved by the Insurer;
      ii. such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider the Insurer had suggested; and
      iii. the Insurer's payment for services provided by any alternate service provider will not exceed the amount that would have been paid using the service provider the Insurer had suggested.

24. **SERVICES**
The following conditions apply with respect to any services provided to the "named insured" or any "affected individual" or "identity recovery insured" by the Insurer, the Insurer's designees or any service firm paid for in whole or in part under this AVIVA CYBER INSURANCE FOR BUSINESS form:
   a. The effectiveness of such services depends on the cooperation and assistance of the "named insured", "affected individuals" and "identity recovery insureds".
   b. All services may not be available or applicable to all individuals. For example, "affected individuals" and "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in the continental United States of America will be different from service in Canada in accordance with local conditions.
   c. The Insurer does not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
   d. Except for the services of an "identity recovery case manager" under IDENTITY RECOVERY, which the Insurer will provide directly, the "named insured" will have a direct relationship with the professional service firms paid for in whole or in part under this AVIVA CYBER INSURANCE FOR BUSINESS form. Those firms work for the "named insured".

VI. DEFINITIONS
The following Definitions apply wherever used in this AVIVA CYBER INSURANCE FOR BUSINESS form:

1. "affected Individual" means any person who is the "named insured's" current, former or prospective customer, client, patient, member, owner, student, "executive" or "employee" and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this AVIVA CYBER INSURANCE FOR BUSINESS form. This definition is subject to the following provisions:
   a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
   b. An "affected individual" must have a direct relationship with the "named insured's" interests as insured under this form. The following are examples of individuals who would not meet this requirement:
      i. If the "named insured" aggregates or sells information about individuals as part of the "named insured's" business, the individuals about whom the "named insured" keeps such information does not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the "named insured".
      ii. If the "named insured" stores, processes, transmits or transports records, the individuals whose "personally identifying information" or "personally sensitive information" the "named insured" is storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an "employee" of the "named insured".
      iii. The "named insured" may have operations, interests or properties that are not insured under this form. Individuals who have a relationship with the "named insured" through such other operations, interests or properties do not qualify as "affected

individuals".
However, specific individuals may qualify as "affected individuals" for another reason, such as being an "employee" of the operation insured under this form.

c. An "affected individual" may reside anywhere in the world.

2. "authorized representative" means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured".

3. "authorized third party user" means a party who is not an "employee" or an "executive" of the "named insured" who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.

4. "bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "business income and extra expense loss" means the loss of Business Income and the Extra Expense actually incurred during the Period of Restoration.

   a. As used in this definition, Business Income means the sum of:
      i. net income (net profit or loss before income taxes) that would have been earned or incurred; and
      ii. continuing normal and necessary operating expenses incurred, including "employee" and "executive" payroll.
   b. As used in this definition, Extra Expense means the additional cost the "named insured" incurs to operate the "named insured's" business over and above the cost that the "named insured" normally would have incurred to operate the business during the same period had no "computer attack" occurred.
   c. As used in this definition, Period of Restoration means the period of time that begins at the time that the "computer attack" is discovered by the "named insured" and continues until the earlier of:
      i. the date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed; or
      ii. the date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.

6. "claim"
   a. "Claim" means:
      i. a written demand for monetary damages or non-monetary relief, including injunctive relief;
      ii. a civil proceeding commenced by the filing of a complaint;
      iii. an arbitration proceeding in which such damages are claimed and to which the "insured" must submit or do submit with the Insurer's consent;
      iv. any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" must submit or to which the Insurer agrees the "insured" should submit to;

      arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal.
   b. "Claim" does not mean or include:
      i. Any demand or action brought by or on behalf of someone who is:
         (a) the "named insured's" "executives";
         (b) the "named insured's" owner or part-owner; or
         (c) a holder of the "named insured's" securities,

         in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or
      ii. A "regulatory proceeding".
   c. "claim" includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when:
      i. the proceeding is brought by one or more "affected individuals";
      ii. the claimant alleges that one or more "affected individuals" suffered damages; and
      iii. the "personal data compromise" giving rise to the proceeding was reported to the Insurer by the "named insured".

7. "combatant" means a government, sovereign or other authority, or agents acting on their behalf.

8. "communicable disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
   a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
   b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

9. "computer attack" means one of the following involving:
   a. an "unauthorized access incident";
   b. a "malware attack"; or
   c. a "denial of service attack"

   against a "computer system".

10. "computer system" means a computer or other electronic hardware that is owned or leased by the "named insured" and operated under the "named insured's" control. However, solely for the purposes of the "War" Exclusion, described in section II. Exclusion. 19.,

"computer network or computer system" means: any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

11. "coverage term" means the increment of time:
    a. commencing on the earlier of the first inception date of this AVIVA CYBER INSURANCE FOR BUSINESS form or the first inception date of any coverage substantially similar to that described in this AVIVA CYBER INSURANCE FOR BUSINESS form and held immediately prior to this AVIVA CYBER INSURANCE FOR BUSINESS form; and
    b. ending upon the "termination of coverage".

12. "coverage territory" means:
    a. With respect to DATA COMPROMISE RESPONSE EXPENSES, COMPUTER ATTACK, CYBER EXTORTION, IDENTITY RECOVERY, and MISDIRECTED PAYMENT FRAUD "coverage territory" means anywhere in the World.
    b. With respect to DATA COMPROMISE LIABILITY, NETWORK SECURITY LIABILITY and ELECTRONIC MEDIA LIABILITY, "coverage territory" means anywhere in Canada or the continental United States of America, however "claims" must be brought within Canada.

13. "cyber extortion expenses" means:
    a. the cost of a negotiator or investigator retained by the "named insured" in connection with a "cyber extortion threat"; and
    b. any amount paid by the "named insured" in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat" when such expenses are necessary and reasonable and arise directly from a "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by the Insurer. The Insurer will not pay for "cyber extortion expenses" that have not been approved in advance. The Insurer will not unreasonably withhold approval.

14. "cyber extortion threat":
    a. "cyber extortion threat" means a demand for money from the "named insured" based on a credible threat, or series of related credible threats, to:
        i. launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to the "named insured's" services provided through the "computer system" via the Internet;
        ii. gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data";
        iii. alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";
        iv. launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system"; or
        v. cause the "named insured" to transfer, pay or deliver any funds or property using a "computer system" without the "named insured's" authorization.
    b. "cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute.

15. "data re-creation costs"
    a. "Data re-creation costs" means the costs of an outside professional firm hired by the "named insured" to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
    b. "Data re-creation costs" does not mean or include costs to research, re-create or replace:
        i. software programs or operating systems that are not commercially available; or
        ii. data that is obsolete, unnecessary or useless to the "named insured".

16. "data restoration costs"
    a. "Data restoration costs" means the costs of an outside professional firm hired by the "named insured" to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
    b. "Data restoration costs" does not mean or include costs to research, re-create or replace:
        i. software programs or operating systems that are not commercially available; or
        ii. data that is obsolete, unnecessary or useless to the "named insured".

17. "defence costs"
    a. "Defence costs" means reasonable and necessary expenses consented to by the Insurer resulting solely from the investigation, defence and appeal of any "claim" or "regulatory proceeding" against the "insured". Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, the Insurer has no obligation to apply for or furnish such bond.
    b. "Defence costs" does not mean or include the salaries or wages of the "named insured's" "employees" or "executives", or the "named insured's" loss of earnings.

18. "denial of service attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

19. "electronic media incident" means an allegation that the display of information in electronic form on the "named insured's" website resulted in:

a. infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
b. defamation against a person or organization that is unintended; or
c. a violation of a person's right of privacy and public disclosure of private facts.

20. "employee" means any natural person, other than an "executive", who was, now is or will be:
    a. Employed on a full-time or part-time basis by the "named insured";
    b. Furnished temporarily to the "named insured" to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;
    c. Leased to the "named insured" by a labor leasing firm under an agreement between the "named insured" and the labor leasing firm to perform duties related to the conduct of the "named insured's" business, but does not mean a temporary "employee" as defined in paragraph b.;
    d. The " named insured's" volunteer worker, which includes unpaid interns; or
    e. An "independent contractor"

21. "executive" means any natural person who was, now is or will be:
    a. The owner of a sole proprietorship that is an "named insured"; or
    b. A duly elected or appointed:
        i. Director;
        ii. Officer;
        iii. Managing Partner;
        iv. General Partner;
        v. Member (if a limited liability company);
        vi. Manager (if a limited liability company); or
        vii. Trustee, of the "named insured" business.

22. "identity recovery case manager" means one or more individuals assigned by the Insurer to assist an "identity recovery insured" with communications the Insurer deems necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

23. "identity recovery expenses" means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft" suffered by an "identity recovery insured":
    a. Re-Filing Costs
    Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft".
    b. Notarization, Telephone and Postage Costs
    Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "identity recovery insured's" efforts to report an "identity theft" or amend or rectify records as to the "identity recovery insured's" true name or identity as a result of an "identity theft".
    c. Credit Reports
    Costs for credit reports from established credit bureaus.
    d. Legal Costs
    Fees and expenses for a lawyer approved by the Insurer for the following:
        i. The defence of any civil suit brought against an "identity recovery insured".
        ii. The removal of any civil judgment wrongfully entered against an "identity recovery insured".
        iii. Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
        iv. Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
        v. The defence of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured".
    e. Lost Wages
    Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
    f. Child and Elder Care Expenses
    Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".
    g. Miscellaneous Unnamed Costs
    Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".
        i. Such costs include:
            (a) costs by the "identity recovery insured" to recover control over his or her personal identity;
            (b) deductibles or service fees from financial institutions.
        ii. Such costs do not include:
            (a) costs to avoid, prevent or detect "identity theft" or other loss;
            (b) money lost or stolen;
            (c) costs that are restricted or excluded elsewhere in this AVIVA CYBER INSURANCE FOR BUSINESS form.

24. "identity recovery insured" means the following:
    a. When the "named insured" under this AVIVA CYBER INSURANCE FOR BUSINESS form is a sole proprietorship, the "identity

recovery insured" is the individual person who is the sole proprietor of the "named insured" at any time during the "policy period".

b. When the "named insured" under this AVIVA CYBER INSURANCE FOR BUSINESS form is a partnership, the "identity recovery insureds" are the current partners at any time during the "policy period".

c. When the "named insured" under this AVIVA CYBER INSURANCE FOR BUSINESS form is a corporation or other form of organization, other than those described in a. or b. above, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the "named insured" at any time during the "policy period". However, if, and only if, there is no one who has such an ownership position, then the "identity recovery insured" will be:

i. the chief executive of the "named insured"; or

ii. as respects a religious institution, the senior ministerial "employee".

An "identity recovery insured" must always be an individual person. If the "named insured" under this AVIVA CYBER INSURANCE FOR BUSINESS form is a legal entity, that legal entity is not an "identity recovery insured".

25. "identity theft"

a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

b. "Identity theft" does not mean or include the fraudulent use of a business name, any business name other than the official, registered business name, or any other method of identifying a business activity.

26. "independent contractor" means a natural person that provides goods or services to the "named insured" under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of the "named insured".

27. "insured" means:

a. With respect DATA COMPROMISE RESPONSE EXPENSES, IDENTITY RECOVERY, COMPUTER ATTACK, CYBER EXTORTION and MISDIRECTED PAYMENT FRAUD, any "named insured".

b. With respect to DATA COMPROMISE LIABILITY, NETWORK SECURITY LIABILITY AND ELECTRONIC MEDIA LIABILITY:

i. Any "named insured"; and

ii. Any "employee" or "executive" of a "named insured", but:

(a) Only for the conduct of the "named insured's" business within the scope of his or her employment or duties as an "employee" or "executive"; and

(b) Such "employee" or "executive" will not be an "insured" to the extent his or her actions or omissions are criminal, fraudulent, dishonest or constitute an intentional or knowing violation of the law.

28. "loss"

a. With respect to DATA COMPROMISE RESPONSE EXPENSES, "loss" means those expenses enumerated in DATA COMPROMISE RESPONSE EXPENSES, paragraph 2.

b. With respect to COMPUTER ATTACK, "loss" means those expenses enumerated in Computer Attack, paragraph 2.

c. With respect to CYBER EXTORTION, "loss" means "cyber extortion expenses".

d. With respect to DATA COMPROMISE LIABILITY, NETWORK SECURITY LIABILITY and ELECTRONIC MEDIA LIABILITY, "loss" means "defence costs" and "settlement costs".

e. With respect to IDENTITY RECOVERY, "loss" means those expenses enumerated in IDENTITY RECOVERY, paragraph 2.

f. With respect to MISDIRECTED PAYMENT FRAUD, "loss" means "wrongful transfer costs".

29. "malware attack"

a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.

b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on the "named insured's" "computer system" during the manufacturing process or normal maintenance.

30. "malware-related compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.

31. "mental anguish" means anguish, shock or other mental injury sustained by a person.

32. "named insured" means the entity listed on the "policy declarations".

33. "network security incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:

a. the unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;

b. the unintended abetting of a "denial of service attack" against one or more other systems; or

c. the unintended loss, release or disclosure of "third party corporate data".

34. "personal data compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:

i. the "named insured"; or
ii. a professional entity with which the "named insured" has a direct relationship and to which the "named insured" (or an "affected individual" at the "named insured's" direction) has turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.

c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

35. "personally identifying information"
    a. "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual" or "identity recovery insured". This includes, but is not limited to, Social Insurance numbers or account numbers.
    b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

36. "personally sensitive information"
    a. "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.
    b. "Personally sensitive information" does not mean or include "personally identifying information".

37. "policy declarations" means the policy declarations applicable to this form for the current "policy period", including any supplementary pages or schedules.

38. "policy period" means the period commencing on the effective date shown in the "policy declarations" for this AVIVA CYBER INSURANCE FOR BUSINESS form. The "policy period" ends on the expiration date or the cancellation date of this AVIVA CYBER INSURANCE FOR BUSINESS form, whichever comes first.

39. "pollutants and contaminants" include, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, microorganism, virus, diseases, germs, soot, fumes, asbestos, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

40. "property damage" means:
    a. physical injury to or destruction of tangible property including all resulting loss of use; or
    b. loss of use of tangible property that is not physically injured.

41. "regulatory proceeding" means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Office of the Privacy Commissioner of Canada, Canadian Radio-television and Telecommunications Commission or other administrative or regulatory agency, or any federal, provincial, local or foreign governmental entity in such entity's regulatory or official capacity.

42. "settlement costs"
    a. "Settlement costs" means the following, when they arise from a "claim":
        i. damages, judgments or settlements; and
        ii. lawyer's fees and other litigation costs added to that part of any judgment paid by the Insurer, when such fees and costs are awarded by law or court order; and
        iii. pre-judgment interest on that part of any judgment paid by the Insurer.
    b. "Settlement costs" does not mean or include:
        i. civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under DATA COMPROMISE RESPONSE EXPENSES;
        ii. punitive and exemplary damages;
        iii. the multiple portion of any multiplied damages;
        iv. taxes; or
        v. matters which may be deemed uninsurable under the applicable law.
    c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between the Insurer and the "named insured" regarding whether the fines, or penalties specified in this definition above are insurable under this AVIVA CYBER INSURANCE FOR BUSINESS form, provided that such jurisdiction:
        i. is where those fines, or penalties were awarded or imposed;
        ii. is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed;
        iii. is where the "named insured" is incorporated or has a principal place of business; or
        iv. is where the Insurer is incorporated or has a principal place of business.

43. "system restoration costs"
    a. "System restoration costs" means the costs of an outside professional firm hired by the "named insured" to do any of the following

in order to restore the "named insured's" "computer system" to its pre-"computer attack" level of functionality:
   i. replace or reinstall computer software programs;
   ii. remove any malicious code; and
   iii. configure or correct the configuration of the "named insured's" "computer system".
b. "System restoration costs" does not mean or include:
   i. costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";
   ii. labor costs of the "named insured's" "employees" or "executives";
   iii. any costs in excess of the actual cash value of the "named insured's" "computer system"; or
   iv. costs to repair or replace hardware. However, at the Insurer's sole discretion, the Insurer may choose to pay to repair or replace hardware if doing so reduces the amount of "loss" payable under this AVIVA CYBER INSURANCE FOR BUSINESS form.

44. "termination of coverage" means:
   a. the "named insured" or Insurer cancels this coverage;
   b. the "named insured" or Insurer refuses to renew this coverage;
   c. if any policy to which this AVIVA CYBER INSURANCE FOR BUSINESS form is attached is cancelled, then this AVIVA CYBER INSURANCE FOR BUSINESS form is terminated, as per POLICY CONDITONS 910000 attached to this AVIVA CYBER INSURANCE FOR BUSINESS form; or
   d. the Insurer renews this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this AVIVA CYBER INSURANCE FOR BUSINESS form.

45. "terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

46. "third party corporate data"

   a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an "insured" under this AVIVA CYBER INSURANCE FOR BUSINESS form which is not available to the general public and is provided to the "named insured" subject to a mutually executed written confidentiality agreement or which the "named insured" is legally required to maintain in confidence.
   b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".

47. "unauthorized access incident" means the gaining of access to a "computer system" by:
   a. an unauthorized person or persons; or
   b. an authorized person or persons for unauthorized purposes.

48. "wrongful act"
   a. With respect to DATA COMPROMISE LIABILITY, "wrongful act" means a "personal data compromise".
   b. With respect to NETWORK SECURITY LIABILITY, "wrongful act" means a "network security incident".
   c. With respect to ELECTRONIC MEDIA LIABILITY, "wrongful act" means an "electronic media incident".

49. "wrongful transfer costs" means the amount fraudulently obtained from the "named insured". "Wrongful transfer costs" include the direct financial loss only. "Wrongful transfer costs" do not include any of the following:
   a. Other expenses that arise from the "wrongful transfer event";
   b. Indirect loss, such as "bodily injury", lost time, lost wages, identity recovery expenses or damaged reputation;
   c. Any interest, time value or potential investment gain on the amount of financial loss; or
   d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

50. "wrongful transfer event" means
   a. an intentional and criminal deception of a "named insured" or a financial institution with which the "named insured" has an account. The deception must be perpetrated by a person who is not an "employee", "executive" or "independent contractor" using email, facsimile or telephone communications to induce the "named insured" or the financial institution to send money or divert a payment. The deception must result in direct financial loss to a "named insured."
   b. "Wrongful transfer event" does not mean or include any occurrence:
      i. In which the "named insured" is threatened or coerced to send money or divert a payment; or
      ii. Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

Privacy Information

Our Privacy Policy And Commitment To Protecting Your Privacy

Aviva Canada Inc. and our member companies[1] ("Aviva") are committed to protecting and keeping private our policyholders' Personal Information. Our Privacy Policy sets out details on the collection, retention, use and disclosure of Personal Information. All employees are required to comply with the Privacy Policy in the execution of their daily activities.

At Aviva we identify to our customers the purpose for collecting their Personal Information at or prior to its actual collection. Our customers in turn must consent to its collection implicitly, or expressly in order for us to use it for those purposes. We are committed to ensure that the Personal Information collected on our customers is only used for the purpose for which it was originally intended.

Aviva shall collect, retain, use and disclose your Personal Information in accordance with our Privacy Policy. If we require your Personal Information for any other purpose other than as identified in our Privacy Policy, Aviva will seek your consent prior to using it.

We issue an insurance policy with the understanding that, in addition to providing your consent, you have obtained the consent from all persons named in your insurance policy for the collection, retention, use and disclosure of their Personal Information, for the purposes we have identified.

What We Will NOT Do With Your Information

We **do not** sell customer information to anyone. Nor do we share customer information with organizations outside of our member companies that would use it to contact you about their own products or services.

We Strive To Protect Your Personal Information

All employees, independent brokers, agents, suppliers, and others as permitted by the criteria outlined in our Privacy Policy, who are granted access to customer records, understand the importance of keeping this information protected and confidential. They are clearly advised they are to use the information only for the purposes intended.

We've also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

The member companies of Aviva Canada Inc. may internally share your Personal Information as permitted by the Privacy Policy. We may also use service providers located outside of Canada or related companies located outside of Canada to collect, use, retain or disclose your Personal Information as permitted by the criteria outlined in our Privacy Policy. In such circumstances, we will attempt to contractually protect your Personal Information, however, it may be subject to the laws of that jurisdiction and may be accessed by the courts, law enforcement and national security services of that jurisdiction.

Your Privacy Choices

You may withdraw your consent at any time (subject to legal or contractual obligations and on providing us reasonable notice) by contacting our Privacy Officer in writing. Please be aware that withdrawing your consent may prevent us from providing you with any requested product or service.

We may amend our Privacy Policy from time to time. For a copy of our Privacy Policy or for more information about our Privacy Policy and procedures, our member companies or to view jurisdictions where your Personal Information may be collected, used, retained or disclosed, please visit our website at www.aviva.ca, or contact our Privacy Officer at:

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Markham, ON L6G 0G1
Telephone: 1 844 398 2009
E-mail: privacyoffice.ca@aviva.com

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

The staff of Aviva Insurance Company of Canada (along with the brokers and agents who sell home, auto and business insurance), are committed to protecting your rights. These include the right to be fully informed, to be treated with respect, to timely claims handling and complaint resolution, and to privacy.

Insurance is a two-way contract, and you have a role to play. You are responsible for understanding your needs, asking questions and providing accurate, up-to-date information to your insurer. For more information about your role, speak to your insurance representative and read your policy.

Right To Be Informed
You have the right to an easy-to-understand explanation of how insurance works and how insurers calculate price based on relevant facts. You can expect to access clear information about your policy, your coverage and the claims settlement process. Under normal circumstances, insurers will advise an insurance customer of changes to, or the cancellation of, a policy at least 30 days prior to the expiration of the policy. Your insurer is required to provide you with the renewal terms of your policy at least 30 days prior to the expiration of the policy.

You have the right to know how your broker or agent is compensated, and if they have any conflicts of interest.

Responsibility to understand your needs
You are responsible for asking questions and educating yourself about your policy. Visit www.ibc.ca for information about questions you should ask your insurance provider. Make sure you ask all relevant questions and give your insurance provider a detailed explanation of your circumstances to help him or her make informed recommendations on what your policy should include. This will ensure that you have the right insurance coverage.

You are responsible for making premium payments as required by your insurer. Failure to do so could result in a lapse of coverage or cancellation of your policy.

Right to Timely and Transparent Claims Handling
You can expect qualified staff to respond to your claim in a timely manner. You have the right to be informed of procedures and timelines for settling your claim, as well as the status of your claim. If your claim is denied, you have the right to be informed why.

Responsibility to Provide Accurate Information
You are required to provide all relevant information in your application for insurance and you must ensure that the information is accurate. If you have questions about the application or policy, contact your insurance representative and have him or her explain it to you to ensure that you understand your and the insurer's obligations.

Right to Complaint Resolution
You can access your company's complaint resolution process. Your insurer**,** broker or agent can provide you with information about how you can ensure that your complaint is heard and promptly handled. You may also contact your provincial insurance regulator or the independent General Insurance OmbudService (www.giocanada.org).

Responsibility to Update Your Information
To maintain your protection against loss, you must promptly inform your insurance company, broker or agent of any change in your circumstances, such as renovations to your home, the purchase of a big-ticket item that may require additional insurance coverage or having a home-based business.

Responsibility to Report the Facts
You must report an accident or claim, providing complete and accurate details, as soon as possible following the accident or incident giving rise to the claim.

Right to Privacy
You have the right to understand how your personal information will be used. All insurers have privacy statements and are subject to Canada's privacy laws. Ask your insurer to provide you with a copy of its privacy statement.