

Commercial Insurance Policy

Renewal

Prepared especially for
Owners of Strata Plan VIS2720

through the facilities of
SeaFirst Insurance Brokers Ltd



COMMERCIAL INSURANCE POLICY

Effected with certain Lloyd's Underwriters (hereinafter called the Insurer) through Lloyd's approved coverholder ("the Coverholder")



Policy No. LPC2100653

Declarations

Effective 6/13/2022

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN - ON TERMS AND CONDITIONS CONTAINED IN THE FORMS INDICATED.
ANY REFERENCE HEREIN TO THE "COMPANY" SHALL BE CONSTRUED AS THE INSURER.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

PURPOSE OF THIS DOCUMENT

Renewal-In return for the agreement of the Insured to pay the premium stated, this insurance Policy is continued in force for the period of insurance indicated. It is renewed subject to the limits of insurance and declarations shown herein. Should coverage wordings, riders or endorsements be attached hereto, they will replace the corresponding previous wordings. Otherwise all terms and conditions remain the same.

THE COVERHOLDER

SeaFirst Insurance Brokers Ltd

7178 West Saanich Road

Brentwood Bay, British Columbia V8M 1R3

Main: (877) 655-1141

Web Site: www.seafirstinsurance.com

Fax: (250) 652-4427

2720S-1

NAMED INSURED AND POSTAL ADDRESS

Owners of Strata Plan VIS2720

c/o Pemberton Holmes

107 - 2360 Beacon Avenue

Sidney, British Columbia V8L 1X3

LOCATION OF RISK

545 Manchester Road & 520 Dunedin Road, Victoria, British Columbia V8T 5H6

PERIOD OF INSURANCE

From June 13, 2022 to June 13, 2023

(12:01 a.m. standard time at the Postal Address of the Insured)

FORM OF BUSINESS

Corporation

DESCRIPTION OF BUSINESS OPERATIONS

108 Unit Residential Strata Complex; Directors and Officers Liability

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

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

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURERS BY

Agreement No.

NEW ANNUAL PREMIUM ▶

\$69,148

B0429BA2200007

PER

PREMIUM PAYABLE (EXCL. APPL. TAXES) ▶

\$69,148



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SUMMARY OF INSURANCE COVERAGE AND ANNUAL PREMIUMS

TYPE OF COVERAGE	ANNUAL PREMIUM	MINIMUM RETAINED COVERAGE PREMIUM
Property	Incl	Nil
Legal Expense	Incl	Nil
Crime	Incl	Nil
Liability	Incl	Nil
Pollution Liability	Incl	Nil
Terrorism	Incl	Nil
Cyber Liability	Incl	Nil
Other	Incl	Nil

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LIST OF SUBSCRIBING COMPANIES

(SUBJECT TO CONDITIONS IN LSW1554 AND LSW1550)

THE INSURERS AND COVERAGES INSURED

	SUM(S) INSURED OR PERCENTAGE(S)	PREMIUM	FLAT CHARGE PREMIUM	AUTHORIZED REPRESENTATIVE
Property				
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2200007	38.0%	\$24,724		
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2200747	10.0%	\$6,506		
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2201753	20.0%	\$13,013		
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2203826	19.0%	\$12,362		
Certain Underwriters at Lloyd's of London, England under Agreement No. B0429BA2206514	8.0%	\$5,205		
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2207632	5.0%	\$3,253		
Total Property	100.0%	\$65,063		
Legal Expense				
Certain Underwriters at Lloyd's of London, England under Agreement No. B0429BA2207615	100.0%	\$415		
Crime				
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2200007	100.0%	Incl		
Liability				
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2100473	100.0%	\$3,370		
Pollution Liability				
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2205833	100.0%	\$125		
Terrorism				
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2200747	100.0%	\$50		
Cyber Liability				
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2200747	100.0%	\$125		

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LIST OF SUBSCRIBING COMPANIES

(SUBJECT TO CONDITIONS IN LSW1554 AND LSW1550)

THE INSURERS AND COVERAGES INSURED

Other	SUM(S) INSURED OR PERCENTAGE(S)	PREMIUM	FLAT CHARGE PREMIUM	AUTHORIZED REPRESENTATIVE
Certain Underwriters at Lloyd's of London England under Agreement No. B0429BA2200007	100.0%	Incl		

Total Policy Premium

\$69,148

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SUBSCRIPTION POLICY

LSW1554

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

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

That as regards each item of property insured which is lost or damaged at any time while this Policy is in force by a peril for which insurance is provided by the terms and conditions of this Policy, the liability of each Insurer individually shall be limited to whichever is the least of:

- (a) that proportion of the actual cash value of the property at the time of the loss, destruction or damage which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual Insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril, or
- (b) that proportion of the interest of THE INSURED in the property which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this policy in respect of that property against that peril, or
- (c) that proportion of the limit of insurance stipulated in respect of the property lost, destroyed or damaged which the amount of the sum insured under this Policy in respect of that property against that peril corresponding to the individual insurer's proportion of the total sum insured for the coverage concerned as appears from the entry set against its name in the List of Subscribing Companies bears to the total sum insured under this Policy in respect of that property against that peril,

Provided however, that where the insurance applies to the property of more than one person or interest THE INSURERS' total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or a Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this Policy as set out above, no Insurer shall be liable for a greater proportion of any loss or damage to the property insured, than the sum insured by such Insurer bears to:

- (a) that percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- (b) the Guaranteed Amount (Stated Amount) of total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

If the insurance under this Policy is divided into two or more items, the foregoing shall apply to each item separately.

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

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

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

LSW1550

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

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

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

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

NOTICE

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

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
Property				
PAP1 (7/18)	Property of Every Description (Broad Form)	10,000	90%	
	At Loc 1 (545 Manchester Road & 520 Dunedin Road, Victoria, British Columbia)	10,000	90%	
	Building	10,000	90%	
	2 Buildings + Parkade	10,000	90%	26,922,000
	Building at newly acquired locations			500,000
	Special Provisions Applicable to Condominiums			
SFP061	Underground Services Extension	5,000		
PE1 (7/18)	Replacement Cost Endorsement			
PE2	Stated Amount Co-Insurance Clause - subject to a current appraisal			
PE3 (7/18)	Building Inflation Protection Endorsement			
PE4 (7/18)	Building By-laws Endorsement			
PE8 (7/18)	Sewer Backup Endorsement	25,000		
PE9 (8/18)	Flood Endorsement	25,000		
SFP060	Water Damage Deductible	25,000		
PE10 (7/18)	Earthquake Shock Endorsement			26,922,000
	Deductible percentage	10%		
	Deductible minimum amount	50,000		
PE14 (7/00)	Extended Pollution Cleanup Extension			25,000
PE16 (8/04)	Consequential Loss Coverage Extension (Including Off Premises Power)			
	Sub-limit			50,000
PE18 (7/00)	Property on Loan, Rental or Demonstration Extension			25,000
PE22 (2/01)	Fire Department Service Charges Extension			
	Annual aggregate limit			25,000
PE23 (5/01)	Commercial Condominium Unit Owners Extension			
	At Loc 1 (545 Manchester Road & 520 Dunedin Road, Victoria, British Columbia)			
	Condominium unit owners - Loss assessment	10,000		100,000
PE26 (5/01)	Personal Property of Officers and Employees Increased Limit Extension			10,000
PE27 (5/01)	Automatic Fire Suppression System Recharge Expenses Extension			
PE28 (5/01)	Master Key Coverage Extension	250		10,000
PE48 (5/05)	Fees to Substantiate Loss Extension			10,000
SFP087	Building Damage by Theft Endorsement	10,000		10,000
SFP080	Catch-all Clause Endorsement			50,000
SFP089	Closure by Order of Civil Authority - 2 weeks			
SFP082	Cost to Prepare Proof of Loss Extension			25,000
SFP085	Deferred Sales Extension			50,000
SFP084	Expediting Expense Extension			50,000
SFP088	General Purpose Endorsement - Jewellery Limit			
SFP021	Glass and Sign Extension	250		
SFP086	Home Office Extension Extension			10,000
SFP081	Identity Theft Endorsement			25,000

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
B&M-1	Boiler & Machinery / Equipment Breakdown - Data Processing Equipment Included - Office Equipment Included - Electronic Equipment Included	10,000		26,922,000
PA4 (7/00)	Valuable Papers and Records (Broad Form) Blanket All Locations			50,000
PA5 (7/00)	Accounts Receivable (Broad Form) Blanket All Locations			50,000
BA17 (8/04)	Extra Expense (Broad Form) Blanket All Locations Limit of liability restriction For first month - 100%			50,000
BE4 (7/18)	Off Premises Services Interruption Endorsement Waiting period in hours - 48			

Legal Expense

SLEI	Commercial Legal Expense Insurance Basic Coverage Limit per Claim - Not Applicable Basic - Aggregate Limit - Not Applicable Standard Coverage Limit per Claim - Not Applicable Standard - Aggregate Limit - Not Applicable Enhanced Coverage Limit per Claim Enhanced - Aggregate Limit	500 500		150,000 500,000
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LEG1SLEI Legal Expense Endorsement #1

Crime

C1 (7/00)	Comprehensive Dishonesty, Disappearance and Destruction Employee dishonesty Limit per loss (Form A) Money and securities Inside loss Outside loss Money orders and counterfeit paper currency Depositors forgery			10,000 10,000 10,000 10,000 10,000
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Liability

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
L1 (2/01)	Commercial General Liability (Occurrence Form) (IBC 04/98)			
	Products-completed operations included			
	Aggregate limit			
	Applies to products-completed operations only			5,000,000
	Each occurrence limit			5,000,000
	Personal injury limit			5,000,000
	Tenants' legal liability limit - Any one premises			250,000
	Medical expense limit - Any one person			1,000
	Medical expenses limit - Each Occurrence Limit			10,000
LE41 (10/05)	Additional Insured Extension			
LE7 (7/00)	Tenants' Legal Liability Extension (Broad Form)			
LE8a (10/05)	Advertising Liability Extension			
	Advertising injury limit			3,000,000
	Advertising aggregate limit			3,000,000
LE12a (10/05)	Volunteers as Insureds Extension			
LE39 (7/18)	Broad Form Completed Operations			
LD3a (7/18)	Combined Deductible Endorsement (Bodily Injury and Property Damage)			
	Per occurrence	2,500		
LX5a (7/00)	Professional Services Exclusion			
LX6 (10/05)	Blasting, Pile Driving, Weakness of Support Exclusion			
1453E1292	Incidental Malpractice Endorsement			
1441E1292	Condominium Corporation Endorsement			
SFL226	Liability Wording Amendment			
LX32	Pollution Exclusion			
L14 (5/01)	Non-Owned Automobile Liability			3,000,000
LE25 (5/01)	Contractual Liability Extension (SEF 96)			
LE26 (5/01)	Legal Liability for Damage to Hired Automobiles Extension (SEF 94)			
	Collision or upset	2,500		25,000
	Comprehensive	2,500		25,000
6/1/2008	Group Accident 24Hour Policy			100,000
SFDO20	Strata and Non Profit Directors and Officers Policy			2,000,000
	Prior and Pending Litigation Date: June 13, 2020			
	Notify Claims to: Atrium Underwriters Ltd. c/o SeaFirst Insurance Brokers Ltd. 7178 West Saanich Road, Brentwood Bay, BC V8M 1R3			
	Dedicated Additional Limit of Liability for Insured Person: \$1,000,000.			
	Workplace Violence Expenses Limit: \$250,000.			
	Crisis Consulting Expenses Limit: \$100,000.			
Pollution Liability				
SEIL2015	SeaFirst Strata EIL Endorsement 2015			
	Limit of Liability - each loss and in the aggregate			1,000,000

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
	Deductible: each and every claim	2,500		
Terrorism				
NMA2918-W	Terrorism Endorsement	1,000		500,000
Cyber Liability				
SFCYB/16-1	Limited Cyber Liability Aggregate	2,500		100,000
	Customer Notification Sublimit	2,500		5,000
	Public Relations Expense Sublimit	2,500		5,000
	Retroactive Date: June 13, 2020			
	Time Retention: 48 Hours			
SFCYB/19-1E100	Cyber Endorsement			
	1.A. Business Interruption - Rentention \$2,500/12hours whichever is greater			100,000
	1.B. Digital Asset Destruction	2,500		100,000
	1.C. Incident Response Expenses	2,500		100,000
	2.A. Regulatory Defense and Penalties	2,500		100,000
	2.B. Payment Card Industry Fines and Expenses	2,500		100,000
	2.C. Security and Privacy Liability	2,500		100,000
	2.D. Multimedia Liability	2,500		100,000
Other				
LMA5398	Infectious or Contagious Disease Exclusion			
LMA5528	Cyber and Data Exclusion - Liability			
LMA5190A	Canada Subscription Policy			
LMA5019	Asbestos Endorsement			
LMA5288	Nuclear and Radioactive Contamination Exclusion (Property)			
LMA5062	Fraudulent Claim Clause			
LMA5022	Law and Jurisdiction			
LMA5484	Cyber Risks Exclusion - Legal Expenses forms			
LMA5393	Communicable Disease Endorsement - Property			
LMA5396	Communicable Disease Endorsements - Liability			
LMA5401	Property Cyber & Data Exclusion			

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	LIMIT OF COINS. % INSURANCE
LMA5018	Microorganism Exclusion - Absolute		
LMA5096 (8/12)	Several Liability Clause		
LMA3100	Sanction Limitation and Exclusion Clause		
LMA5028A	Service of Suit Clause (Canada)		
O10 (8/04)	Illegal Substance Exclusion		
LW002/18	Asbestos Exclusion		
LW001/18	Electronic Data and Cyber Risk Exclusion		
LW003/18	Mould Exclusion		
R1 (12/09)	Additional Agreements and Conditions		
R2 (7/00)	Business Income General Policy Conditions		
R3 (8/04)	Commercial Crime General Conditions and Definitions		
R8 (8/04)	Fungi and Fungal Derivatives Exclusion		
R9 (1/08)	Mould, Fungus or Microbial Contamination Exclusion		
NMA2802	Electronica Date Recognition Exclusion (EDRE)		
NMA464	War and Civil War Exclusion		
NMA1978A	Nuclear Incident Exclusion Clause		
NMA2920A	Terrorism Exclusion		
NMA1622	Radioactive Contamination Exclusion		
NMA1331	Cancellation Clause		
NMA2915	Electronic Data Endorsement B		
NMA2962	Biological or Chemical Material Exclusion		
NMA2918	War and Terrorism Exclusion Endorsement		
NMA2340	Seepage & Pollution & Contamination Exclusion		

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
LSW1001 (8/94)	Several Liability Clause			
LSW5185	Made in Canada Clause			
LSW1543D (5/19)	Privacy: Notice Concerning Personal Information			
LSW1542F (9/14)	Lloyd's Policyholders' Complaint Protocol			
LSW5185	Made In Canada Clause			
LSW1815 (7/12)	Statutory Conditions (British Columbia)			
LSW1565C (10/12)	Lloyd's Underwriters Code of Consumer Rights & Responsibilities			
LSW1135B	Lloyd's Privacy Policy Statement			
LSW1554	Subscription Policy			
LSW1548C	Standard Declarations			
R7 (3/02)	Short Rate Cancellation Table			

Annual Premium:

\$69,148

STRATA Corporations
COMMERCIAL LEGAL EXPENSE ENDORSEMENT #1

Insuring Clauses 1.1-1.6

Basic Cover

- 1.1 Civil Defence**
- 1.2 Criminal Defence**
- 1.3 Personal Injury**

Standard Cover

- 1.1 Civil Defence**
- 1.2 Criminal Defence**
- 1.3 Personal Injury**
- 1.4 Property Disputes**
- 1.5 Defence of Disputes with Owners**

Enhanced Cover

- 1.1 Civil Defence**
- 1.2 Criminal Defence**
- 1.3 Personal Injury**
- 1.4 Property Disputes**
- 1.5 Defence of Disputes with Owners**
- 1.6 Contract Disputes**

A Telephone Legal Advisory Service is provided under each level of Cover

Any Legal Expenses incurred without the Insurer's prior written consent will not be covered. Call the Underwriting Manager before consulting a lawyer.

The **Underwriting Manager** under this policy is:

IPG Claims
legalexperience@ipgclaims.com
1-416-933-3305

The Insured must notify the Underwriting Manager in writing immediately they are aware of any cause, event or circumstance which has or could give rise to a claim or legal proceedings which involve the Insured as soon as it comes to their attention.

Notwithstanding the limits of indemnity listed in the Declarations, any fees charged in excess of the Fee Limit (below) are the Insured's responsibility.

Territorial Limits: Canada.

Lawyer: All claims arising under all the Insuring Clauses are to be handled by a lawyer chosen by the Insured only from the list of approved firms, as amended from time to time, which will be provided by the Underwriting Manager to the Insured upon request.

Fee Limit: Legal fees of the Lawyer up to a maximum hourly rate of \$275.00 (two hundred and seventy five dollars).

Minimum Sum In Dispute: \$5000 – Insuring Agreement 1.6 (Contract Disputes) only.

Deductible: \$500 Any One Claim with respect to Legal Expenses other than the Telephone Legal Advisory.

Co-insurance: 10% co-insurance will apply to all claims under all Insuring Clauses where the Legal Expenses exceed \$10,000.

Retroactive Date: Initial inception when the Legal Expense Insurance was included in the Declarations.

Telephone Legal Advisory Service: A Legal Advisory Service is provided during normal business hours (9:00 A.M. – 12:00 A.M.) in conjunction with this insurance.

**To contact the Telephone Legal Advisory Service, please phone 1-800-804-9127
(MB, SK, AB, BC, YT, NT)**

IT IS HEREBY AGREED THAT:

The following is added to the Commercial General Liability section as an additional insured, but only insofar as their legal liability arises vicariously out of the operations of the named insured:

1. Pemberton Holmes, 107 - 2360 Beacon Avenue, Sidney, BC V8L 1X3

In the event of cancellation or material change to the above-noted policy, it is further understood and agreed that 30 days notice shall be provided to the above additional insured at the address noted.

All other terms and conditions remain unchanged.



Commercial Legal Expense Insurance
for Strata Corporations

Policy of Insurance

ALL PROVINCES AND TERRITORIES OF CANADA

LEGAL EXPENSE
INSURANCE



Underwritten by certain Underwriters at Lloyd's of London

AtaGlance
Commercial Legal Expense Insurance for Strata Corporations

Who is the Insured?

This policy provides cover to the corporation which is named as Insured in the Declarations. At the request of the Insured it can be extended to include cover for any director, officer, council member or similar office holders who are appointed or elected to that office, provided they were acting within the scope of their position and with respect to the Business Operations of the Insured.

What is the Business Operations?

This is management and maintenance of Strata units by the Insured for the benefit of the owners.

Who is the Insurer?

This policy is underwritten by certain Lloyd's Underwriters, London, England and provided through your broker.

Telephone Legal Advisory Service

The Insurer will provide the Insured access to a legal information helpline through which the Insured can receive confidential general legal information over the phone and email relating to any to available coverage under the legal defence policy. The purpose of this legal information helpline is to provide the insured with access to legal input to help determine their legal rights and options under the laws of the applicable province and the federal laws of Canada [with the exception of Quebec].

The advice lawyer cannot provide case specific research or review documents.

The Insurer will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, the Insurer will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service call 1-800-804-9127 or email scor@dolden.com.

The Insurer will not accept responsibility if the advice service is unavailable for reasons outside of their control or the control of the insurer's legal counsel.

Insurance Cover

Please refer to the Declarations page to verify which of the following Insuring Clauses have been purchased:

Basic Cover: this provides protection for the following matters

- a) Civil Defence;
- b) Criminal Defence;
- c) Personal Injury

Standard Cover: this provides protection for the following matters

- a) Civil Defence;
- b) Criminal Defence;
- c) Personal Injury;
- d) Property Disputes; and
- e) Defence of Disputes with Owners

Enhanced Cover: this provides protection for the following matters

- a) Civil Defence;
- b) Criminal Defence;
- c) Personal Injury;
- d) Property Disputes;
- e) Defence of Disputes with Owners; and
- f) Contract Disputes

The Policy Wording contains full details of cover including the specific exclusions for each Insuring Clause together with the General Exclusions which also apply.

How to make a Claim

As soon as the Insured is aware of any situation that might result in a claim they must report it immediately at legalexpend@ipgclaims.com. If the matter is an emergency then the Insured may report it by telephone at 416-933-3305.

The Insured will be assisted by qualified loss adjusters and legal professionals in determining an appropriate course of action. Any legal fees which the Insured incurs prior to consent being given by the Underwriting Manager will not be covered. Such consent will be given when it is determined that there are reasonable prospects of a successful defence or mitigation of loss or that there are reasonable prospects of recovery of damages or other remedy.

Selection of a Lawyer

The Insured may select a lawyer from the list of approved Panel Law Firms administered by the Underwriting Manager.

What Indemnity is provided by the Policy?

The Insurer will pay the legal fees, costs and disbursements of the lawyer (subject to the maximum hourly rate set out in Legal Expense Endorsement #1 attached to the Policy of Insurance). The policy limit per claim and in the aggregate depend upon the level of cover purchased, and these policy limits are set out in the Declarations attached to the Policy of Insurance.

Contents

The content on pages 2 and 3 contains only a summary of the principal terms and conditions of the Insurance Policy and does not form part of the Policy. In the event of any conflict between the description of coverage and the Policy, the Policy will govern. For full terms and conditions please read the Policy Wording at pages 4 - 15.

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Commercial Legal Expense Insurance for Condominium/Strata Corporations

Agreement

The Insurer agrees to indemnify the Insured, to the extent specified in the Insuring Clauses, in connection with the Business Operations of the Insured in consideration of the Premium paid by the Insured, subject to the terms, conditions, exclusions and limitations in this Policy, Declarations and Legal Expense Endorsements.

INSURING CLAUSES

The Insurer agrees to provide coverage only for those Insuring Clauses which are specified in the Declarations and Legal Expense Endorsement #1 as being included.

1.1 CIVIL DEFENCE	
What is covered	What is not covered
<p>The Insurer agrees to indemnify the Insured against Legal Expenses incurred in:</p> <ul style="list-style-type: none"> a. The defence of any claim or legal proceedings relating to a failure or alleged failure to comply with requirements under protection of privacy legislation brought against the Insured by the Owner; b. The defence of any claim or legal proceedings made or brought against the Insured in its capacity as trustee of a pension fund that benefits the Insured's employees; c. Any appeal by the Insured against the imposition of a statutory notice which adversely affects the Business Operations of the Insured; <p>Provided that:</p> <p>(i) such legal proceedings or appeals are made by or brought against the Insured within the Territorial Limits and arising from the Business Operations of the Insured and are notified to the Underwriting Manager during the Period of Coverage.</p>	<p>The Insurer shall not be liable to indemnify the Insured in respect of claims arising out of or in connection with the ownership, possession or use of any vehicle.</p>

1.2 CRIMINAL DEFENCE	
What is covered	What is not covered
<p>The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending the Insured against a formal investigation and/or prosecution arising from Criminal or Statutory Proceedings brought or commenced against the Insured within the Territorial Limits and arising from the Business Operations of the Insured provided that the prosecution is brought or commenced and notified to the Underwriting Manager during the Period of Coverage.</p>	<p>The Insurer shall not be liable to indemnify the Insured in respect of any prosecution arising out of or in connection with:</p> <ol style="list-style-type: none"> The ownership possession or use of any vehicle; Any prosecution, legislated investigation, tribunal and/or enquiry relating to any Municipal, Provincial, Federal or other Governmental tax matters pertaining to the Insured's Business Operations; An allegation against the Insured involving: <ul style="list-style-type: none"> assault, violence, fraud, conspiracy to defraud or dishonesty; malicious falsehood; the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials; illegal immigration; money laundering or bribery offences and related charges.
1.3 PERSONAL INJURY	
What is covered	What is not covered
<p>The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the pursuit of any claim or legal proceedings made by the Insured within the Territorial Limits and arising out of the Business Operations of the Insured arising from the act or omission by a third party which results in Injury to the Insured.</p> <p>Provided that:</p> <ol style="list-style-type: none"> the Injury was sustained by the Insured away from the Insured's business premises and while engaged in the Business Operations of the Insured and within the Territorial Limits; and the Injury occurs and is notified to the Underwriting Manager during the Period of Coverage. 	

1.4 PROPERTY DISPUTES	
What is covered	What is not covered
<p>The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the pursuit of any claim or legal proceedings brought or commenced by the Insured within the Territorial Limits and arising from the Business Operations of the Insured relating to:</p> <ul style="list-style-type: none"> a. nuisance or trespass to Common Property; b. disputes following physical damage to Common Property. <p>Provided that:</p> <ul style="list-style-type: none"> i. the Insured will suffer financial loss if it fails to pursue the claim or legal proceedings; and ii. the claim is made by the Insured and is notified to the Underwriting Manager during the Period of Coverage. 	<p>The Insurer shall not be liable to indemnify the Insured in respect of any claim or legal proceedings arising out of or in connection with any dispute:</p> <ul style="list-style-type: none"> a. concerning Common Property relating to mining, subsidence or heave whatever the cause of such mining, subsidence or heave; b. arising out of or in connection with a contract entered into by the Insured; c. relating to the payment or non-payment or review of rent or service charges; d. relating to planning or building regulations or decisions, expropriation or compulsory purchase orders; e. relating to the renewal of a lease or other contract to use the Common Property.
1.5 DEFENCE OF DISPUTES WITH OWNERS	
What is covered	What is not covered
<p>The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the defence of any claim or legal proceedings brought by an Owner against the Insured relating to a failure or alleged failure by the Insured to comply with the Insured's by-laws and/or regulations.</p>	<p>The Insurer shall not be liable to indemnify the Insured in respect of claims arising out of or in connection with:</p> <ul style="list-style-type: none"> a. any dispute relating to the payment or non-payment of any fee or charges owed by the Owner to the Insured.

1.6. CONTRACT DISPUTES	
What is covered	What is not covered
<p>The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the pursuit or defence of any claim or legal proceedings made by or brought against the Insured within the Territorial Limits and arising from the Business Operations of the Insured in a dispute with a Contracting Party arising out of a Contract for Services obtained or the sale, purchase, lease or rental of any Goods.</p> <p>Provided that:</p> <ol style="list-style-type: none"> I. the indemnity for Legal Expenses incurred under this clause shall not exceed 75% of the Sum in Dispute; II. the amount in dispute exceeds the Minimum Sum in Dispute; III. where the dispute relates to monies owed to the Insured notification of the claim to the Underwriting Manager shall be made at the sooner of: <ol style="list-style-type: none"> IV. 30 days from the date at which the debt is contested, or V. 90 days from the Due Date provided that all reasonable attempts have been made to recover the money owed or negotiate a reasonable settlement within those 90 days; and VI. the claim is or legal proceedings are made by or brought against the Insured and are notified to the Underwriting Manager during the Period of Coverage. 	<p>The Insurer shall not be liable to indemnify the Insured in respect of claims arising out of or in connection with:</p> <p>A. Contracts:</p> <ol style="list-style-type: none"> a. performed outside the Territorial Limits; b. entered into prior to the Retroactive Date when the dispute occurs during the ninety (90) day period immediately following the initial inception date of this policy; c. for the provision or procurement of insurance, credit, secured lending, or guarantee; d. where the liability of the Insured or the right of recovery is incurred through an agent or by assignment or subrogation; e. where the dispute arising from the contract relates to the collection of any outstanding amount receivable owed to the Insured by a third party for any goods or service provided, except where there is a dispute involving the liability to pay by the third party; f. of employment; g. for the possession, purchase, sale or use of h. Common Property; i. in connection with or related to a franchise; j. for the ownership, sale, lease, rental or use of any vehicle; k. relating to the planning, construction, structural alteration, conversion or extension of Property or parts thereof, other than non- structural repair to or renovation of existing Property or parts thereof; l. containing an arbitration clause. <p>B. Breach or alleged breach of Professional Duty owed to or by the Insured.</p>

2. LIMIT OF INDEMNITY

The Insurer's total liability under this Policy shall not exceed the amounts specified in the Declarations for 1 and 2 below:

2.1 Any One Claim;

2.2 in the aggregate for all claims notified to the Underwriting Manager during the Period of Coverage

3. DEDUCTIBLE

The Insurer shall only be liable under this Policy to the extent that such liability exceeds the Deductible as specified in the Declarations. A separate Deductible shall apply to Any One Claim.

4. CO-INSURANCE

The Insured shall be liable in respect of claims for indemnity under all Insuring Clauses of this Policy for the proportion of Legal Expenses over and above the amount as specified in Legal Expense Endorsement #1 under the heading Co-Insurance.

5. EXCLUSIONS - These apply to all Insuring Clauses

The Insurer shall not have any liability under this Policy in respect of:

5.1 the defence of the Insured in civil legal proceedings arising from or connected with:

- a. death or injury to any person including (without limitation) any sickness, disease or any naturally occurring condition or degenerative process;
- b. loss destruction or damage to property owned, occupied or under the control of a third party;
- c. alleged breach of Professional Duty;
- d. any tortious liability save as specifically provided in Insuring Clause 1.4 (Property Disputes);

5.2 any claims related to patents, copyrights, design rights, moral rights, confidential information, other intellectual property rights, trade or service marks or registered designs, trade secrets or passing off actions;

5.3 any claim arising out of defamation or alleged defamation;

5.4 any claim made, brought or commenced outside the Territorial Limits;

5.5 Legal Expenses incurred before the Underwriting Manager's consent has been granted in writing or without such consent;

5.6 any claim relating to or arising from any cause, event or circumstance occurring prior to the Retroactive Date specified in Legal Expense Endorsement #1;

5.7 any claim in connection with or arising from any cause, event or circumstance occurring prior to or existing at inception of the Policy and which the Insured knew or ought reasonably to have known might give rise to a claim or legal proceedings by or against the Insured;

5.8 awards and/or demands of compensation, repayment, damages, liability, surcharge levies, interest, fines or penalties of any nature including but not limited to those which the Insured is ordered to pay by any relevant court, board, commission or other tribunal or administrative body;

5.9 any claim or legal proceedings in respect of which the Insured is, but for the existence of this Policy, entitled to indemnity under any other insurance policy or certificate or if the Insured is eligible for legal representation from a provincial legal aid plan;

5.10 any claim or legal proceedings in respect of which the Insured is entitled to indemnity under any policy or certificate which the Insured is required to hold by law or by a regulatory body;

- 5.11 any claim arising out of the deliberate, conscious or intentional or reckless or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings. In this context, "reasonable" shall be assessed by the standards of a reasonable person carrying on the Business Operations of the Insured;
- 5.12 any costs which the Insured may be ordered to pay by a court or tribunal adjudicating on Criminal or Statutory Proceedings;
- 5.13 any dispute with government or local authority departments concerning the imposition of regulatory or statutory charges, fees and levies;
- 5.14 any dispute between the Insured and any parent, subsidiary or associated company, or partner;
- 5.15 any dispute between the Insured, and the Insurer, and/or the Underwriting Manager, and/or the Coverholder, and/or the Lawyer;
- 5.16 any dispute relating to or in connection with any franchise agreement;
- 5.17 any Legal Expenses in connection with the pursuit of an appeal or judicial review;
- 5.18 any claims or legal proceedings (including any Legal Expenses or other costs or expenses of any description) arising out of or in connection with:
- (a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
- (b) insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
- (c) discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
- 5.19 any claims or legal proceedings (including any Legal Expenses or other costs or expenses of any description) arising out of or in connection with any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the Insured;
- 5.20 any claims or legal proceedings (including any Legal Expenses or other costs or expenses of any description) arising out of or in connection with any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive.

6. CONDITIONS

6.1 Cancellation

This Legal Expense Insurance Policy automatically terminates upon the cancellation of the Strata Policy of which this Legal Expense policy forms part.

This Policy may be cancelled at any time on the instruction of the **Insured** in writing to the **Coverholder** and the premium shall be adjusted on the basis of the **Insurer** receiving or retaining short-term premium on the following basis:

Over 9 months unexpired Policy Period	-	50%
Over 6 months unexpired Policy Period	-	75%
Over 3 months unexpired Policy Period	-	90%
Less than 3 months unexpired Policy Period	-	100%

Cancellation shall not prejudice the rights of the Insured in respect of any cause, event or circumstance which has been notified to and consent granted by the Underwriting Manager during the Period of Coverage, provided that no return of premium shall be allowed if the Insured has notified a claim which has been or is subsequently accepted under this Policy.

Cover under this Legal Expense Insurance Policy can be terminated by the Insurer with immediate effect upon the Insured acting fraudulently and/or dishonestly or for failing to consistently comply with the terms and conditions of cover such as to cause prejudice to the Insurer. In such circumstances no further cover will be provided for any claim that may have been notified and/or accepted under the Legal Expense Insurance Policy.

If the **Insured** is placed in liquidation, receivership or administration or adjudicated bankruptcy or if any court application is made or meeting convened for any such purpose, this Policy will lapse on the happening of that event and the **Insured** shall be entitled to pro rata return of premium.

6.2 Notification

It is a condition precedent to the Insurer's liability under this Policy that the Underwriting Manager must be notified in writing immediately the Insured is aware of any cause, event or circumstance which has given rise or may give rise to a claim or legal proceedings involving the Insured as soon as that cause event or circumstance shall come to the attention of the Insured.

In the event that the Underwriting Manager is notified during the Period of Coverage of any cause event or circumstance which in the Underwriting Manager's reasonable opinion is likely to give rise to a claim or legal proceedings then any subsequent claim or legal proceedings which arises directly from that cause, event or circumstance shall be deemed to have been made during the Period of Coverage.

On receipt of the Insured's notification, the Underwriting Manager will forward to the Insured a claim form which must be completed and returned immediately.

6.3 Underwriting Manager's Consent

It is a condition precedent to the Insurer's liability under this Policy that the Underwriting Manager's consent to incur Legal Expenses must first be obtained in writing. This consent will be given by the Underwriting Manager if the Insured can satisfy the Underwriting Manager that it is reasonable to incur Legal Expenses and:

1. there are in the view of the Underwriting Manager reasonable prospects of a successful defence or mitigation of the Insured's loss;
2. in Criminal Defence claims where the Insured pleads guilty, there is in the view of the Underwriting Manager a reasonable prospect of a significant mitigation of the Insured's sentence or fine; or
3. there are in the view of the Underwriting Manager reasonable prospects of a recovery of damages or other remedy.

In making this decision the Underwriting Manager will have regard (without limitation) to:

- the advice received by the Underwriting Manager concerning the merits of the Insured's case;
- the Insured's prospects of securing and enforcing any judgement;
- the amount of money in dispute in relation to the Legal Expenses likely to be incurred;
- the alternative methods available for protecting the Insured's interests.

The decision to grant or withhold consent will be based on the consideration of the opinion of the Lawyer and any other adviser the Underwriting Manager may deem it necessary to consult.

The Underwriting Manager at its discretion may require the Insured to participate in mediation or other forms of dispute resolution and provide assistance in settling disputes, the cost of which will be covered under this Policy subject to all other terms, conditions and limitations of this Policy.

The Underwriting Manager at its discretion may require the Insured to obtain an opinion from counsel or obtain an expert's report at the Insured's expense as to the merits of a claim or legal proceedings which must have regard to the same criteria as required by the Underwriting Manager. If that opinion indicates there are reasonable prospects, the Insurer will pay for the cost of the opinion within the Limit of Indemnity for that claim.

When the Underwriting Manager grants consent, the Insurer agrees to provide indemnity to the Insured within the terms, conditions, limitations, provisos and exclusions of this Policy. Such consent does not imply that all Legal Expenses shall be paid but only those which the Underwriting Manager has expressly agreed to.

If after consent has been granted by the Underwriting Manager it becomes apparent to the Underwriting Manager that the claim falls outside the terms, conditions, limitations, provisos and exclusions of the Policy such consent shall be withdrawn and no indemnity provided.

If after consent has been granted by the Underwriting Manager it ceases to be reasonable in the view of the Underwriting Manager to incur Legal Expenses, the Underwriting Manager may withdraw consent. Legal Expenses incurred up until that time will continue to be indemnified by the Insurer.

Notwithstanding any general consent granted, the Insurer limits its liability to the payment of Legal Expenses incurred solely for the purpose of indemnifying the Insured in respect of the claim or legal proceedings to which consent has been granted. Legal Expenses incurred for the routine presentation or administration of the Insured's affairs or expenses which would have been incurred in the normal course of the Insured's Business Operations shall fall outside the indemnity provided under this Policy.

If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which consent has not been granted by the Underwriting Manager because there are not reasonable prospects and the Insured is successful in such a pursuit or defence, then the Insurer agrees to pay those Legal Expenses incurred after the Underwriting Manager refused consent subject to the terms, conditions and limitations of this Policy.

For the purposes of this clause, success shall mean a cost order or agreement to pay over 50% of incurred costs in favour of the Insured or an acquittal of the Insured.

6.4 Conduct of a Claim

(i) Choice of Lawyer

Where it is necessary that the Insured has recourse to a lawyer, the Insured may select the Lawyer only from the list of approved law firms, as amended from time to time, which shall be provided by the Underwriting Manager to the Insured upon request. In all cases the Lawyer shall be appointed to act in the name and on behalf of the Insured in any claim or legal proceedings to which the Underwriting Manager has given written consent. The Lawyer is not the agent of or employed by the Underwriting Manager or the Insurer.

The Insurer shall only be responsible to pay the Lawyer's normal hourly rate up to the Fee Limit set out in the Declarations. The Insured must pay the Lawyer any legal fees in excess of this amount. Any Lawyer the Insured chooses must disclose his or her chargeable rates and the rates of any staff.

(ii) Access to information

The Underwriting Manager is entitled to receive from the Lawyer any information, document or advice in connection with any claim or legal proceedings even if such material is legally privileged. On request the Insured will give to the Lawyer any instructions necessary to secure the required access.

(iii) Disclosure and co-operation

The Insured must give the Lawyer all necessary help and information including a complete truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must search for, provide, obtain sign or execute all documents as required by the relevant court or tribunal rules or as recommended by the Lawyer and attend all meetings or conferences as requested. Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Lawyer's request.

(iv) Payment of Legal Expenses

All invoices relating to a claim that the Insured receives from the Lawyer should be forwarded to the Underwriting Manager immediately. If the Underwriting Manager so requires, the Insured must ask the Lawyer to submit their bill of costs for taxation or assessment by the appropriate Law Society, governing body or court.

The Insured shall be responsible for the payment of Legal Expenses invoices. The Insurer will, however, settle these directly with the Lawyer if requested to do so by the Insured. All invoices must be certified by the Underwriting Manager to the effect that all charges have been properly incurred and this will be deemed authority for the Insurer to settle the invoice directly with the Lawyer.

Only invoices in respect of Legal Expenses incurred with the consent of the Underwriting Manager and in the amount agreed with the Underwriting Manager shall be paid. The Insured shall personally pay the Lawyer the portion of Legal Expenses to be borne by the Insured as the Deductible, and/or Co- Insurance and in excess of the Limit of Indemnity pursuant to this Policy.

(v) Instruction of counsel and experts

Where the Lawyer wishes to obtain the opinion of or instruct other counsel or experts, it must provide its reasons and seek and receive the prior written consent of the Underwriting Manager.

6.5 Settlement

It is a condition precedent to the Insurer's liability under this Policy that the Insured informs the Underwriting Manager in writing as soon as the Insured receives a payment into court, an offer to settle a claim or legal proceedings or an invitation to participate in a mediation or other form of dispute resolution. The Insured must not agree to settle any claim without the prior written consent of the Underwriting Manager which will not be unreasonably withheld or delayed. If the Insured rejects any offer to settle a claim by way of payment into court or otherwise which the Underwriting Manager considers reasonable and recommends acceptance of, then no further indemnity will be provided by the Insurer from the date of rejection by the Insured.

6.6 Minimizing Costs

The Insured must take all reasonable measures to minimize the costs of any claim under this Policy including but not limited to pursuing settlement negotiations and must consider all reasonable settlement offers.

6.7 Recovery of Costs

Whenever the Insured is awarded costs or costs are included under the terms of any settlement, those costs are to be repaid to the Insurer. In every claim the Insured and the Lawyer shall make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, the Insured agrees that the Lawyer's appraisal of a fair and reasonable proportion of that settlement will be deemed costs and shall be due to the Insurer.

6.8 Dishonest and fraudulent claims

If the Insured makes any claim under this Policy (or has made a claim under any other or previous Policy) which the Insured knows or ought to know to be false or fraudulent in any way, this Policy shall be cancelled ab initio and all rights of the Insured under this Policy including the premium shall be forfeit. The Insurer shall be entitled to recover any Legal Expenses previously paid.

6.9 Insolvency or liquidation of the Insured

If the Insured becomes insolvent or bankrupt within the meaning of the Bankruptcy Act (Canada) or had property seized or attached in satisfaction of a judgement, had a receiver appointed, or taken action (if a corporation) with a view to winding up, dissolution or liquidation during the course of any claim or legal proceedings any consent previously given shall automatically be withdrawn unless expressly agreed in writing to the contrary by the Underwriting Manager.

6.10 Provincial Sales Tax (PST) and/or Goods and Services Act (GST) and/or Harmonized Sales Tax (HST)

If the Insured is registered for PST and/or GST and/or HST, the Insurer will not be liable to indemnify the Insured for the PST and/or GST and/or HST element of any Legal Expenses invoices.

6.11 Premium

The Premium payable hereunder is calculated by reference to the number of residential units managed and maintained by the Insured.

- I. The Insured undertakes that the Premium and applicable taxes will be paid in full to the Coverholder within thirty days of inception of this Policy (or, in respect of instalment premiums, when due).
- II. If the Premium has not been so paid to the Coverholder by the thirtieth day from the inception of this Policy the Insurer shall have the right to cancel this Policy by notifying the Insured in writing via the Coverholder. In the event of

cancellation, Premium is due to the Insurer on a pro rata basis for the period that the Insurer is on risk but the full Premium shall be payable to the Insurer in the event of a notification prior to the date of termination which gives rise to a claim under this Policy.

- III. It is agreed that the Insurer shall give not less than 15 days prior notice of cancellation to the Insured. If the Premium due is paid in full to the Insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

7. GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of Canada. Any terms of this Policy which are in conflict with the statutes of the province where the Policy is issued are amended to conform to such statutes.

8. INTERPRETATION

In this Policy:

- (i) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
- (ii) reference to any statutory or other body shall include the successor to that body;
- (iii) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- (iv) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- (v) the headings are for reference only and shall not be considered when determining the meaning of this Policy.

9. NOTIFICATIONS

All communications, documents or notices, other than in respect of claims, which this Policy requires the Insured to deliver, must be made to the Coverholder at the address stipulated in the Declarations.

In respect of claims under this Policy the Insured must contact and send all communications to the Underwriting Manager.

The Insured is deemed to have received all correspondence, documents and notices within four days of the date of mailing if sent in writing by ordinary mail to the address as last declared to the Insurer or in relation to any matters arising out of any claim or legal proceedings if sent to the Lawyer.

10. RESOLUTION OF DISPUTES

Any dispute between the Insured and the Insurer relating to the application or interpretation of this Policy which is not resolved by the parties within fifteen (15) days written notice thereof given by one party or the other shall be subject to mediation. In this event, the Insured and the Insurer will mutually agree on the nomination of a mediator or where such agreement is not made the Insured and the Insurer will request the court of competent jurisdiction to appoint a person to mediate the dispute. The Insured and the Insurer agree to co-operate with the mediator with the view to resolving the dispute. The Insured and the Insurer shall share the costs of the mediation services in equal proportions.

11. ARBITRATION

Any dispute that can not be resolved by mediation in accordance with Resolution of Disputes above may be submitted by either party to a single arbitrator who shall be either a lawyer agreed upon by the parties or, failing agreement, a person appointed by a judge of the Supreme Court (or equivalent) of the province or territory in which the Insured has its principal office. Such arbitration shall be governed by the arbitration legislation in force in the aforesaid province or territory. The decisions of the arbitrator shall be final and binding on the Insured and the Insurer and arbitration costs shall be paid in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power

to apportion costs. If the decision is made in the Insurer's favour, no costs shall be recoverable by the Insured under this Policy.

12. DEFINITIONS

- 12.1 "Any One Claim" means all claims or legal proceedings arising from the same originating cause or series of events or occurrences attributable to one originating cause.
- 12.2 "Business Operations" means the management and maintenance of the Common Property and Common Assets of the Insured for the benefit of Owners.
- 12.3 "Common Assets" means personal property held by or on behalf of the Insured for the benefit of any Owner.
- 12.4 "Common Property" means land (including buildings thereon) or an interest in land shown on a property plan that is not property of any Owner.
- 12.5 "Contract for Services" means a contract made between the Insured and a Contracting Party whereby one of the parties provides a service in connection with the Business Operations to the other for monetary consideration.
- 12.6 "Contracting Party" means a company, firm or individual who has a direct contractual relationship with the Insured.
- 12.7 "Coverholder" means Seafirst Insurance Brokers who are responsible for issuing the Insured with a policy of insurance as agreed by the Insurer.
- 12.8 "Criminal or Statutory Proceedings" means offences pursuant to the *Criminal Code (Canada)*, the *Controlled Drugs and Substances Act*, the *Food and Drugs Act (Canada)*, the *Occupational Health and Safety Act*, the *Environmental Protection Act* and the *Workplace Hazardous Materials Information Services Act*, and any other provincial, territorial or federal statutes or regulations which prescribe offences punishable on summary conviction or by indictment.
- 12.9 "Deductible" means the amount specified in the Declarations the Insured must bear in Legal Expenses in respect of Any One Claim before the Insurer is liable to provide any indemnity under this Policy.
- 12.10 "Due Date" means the date on which monies owed to the Insured become due and payable.
- 12.11 "Goods" means tangible, moveable property and excluding interests or rights in Common Property.
- 12.12 "Injury" means bodily injury or death but does not mean any sickness, disease or naturally occurring condition or degenerative process.
- 12.13 "Insured" means the corporation named as Insured in the Declarations and who is insured under this Policy including jointly and severally at the Insured's request any director, officer, council members or similar office holders who are appointed or elected to that office pursuant to legislation applicable to the Business Operations of the Insured while acting on behalf of the Insured for acts within the scope of their position and only in so far as such acts relate to the Business Operations of the Insured.
- 12.14 "Insurer" means certain Lloyd's Underwriters, London, England.
- 12.15 "Lawyer" means the legal representative selected by the Insured and approved by the Underwriting Manager, who is on the list of approved law firms provided by the Underwriting Manager, to act in the name of and behalf of the Insured in accordance with the terms, conditions, limitations, provisos and exclusions of this Policy.

12.16 “Legal Expenses” means

- (i) fees, expenses and disbursements including Witness Attendance Allowance and costs and expenses of expert witnesses reasonably incurred by the Lawyer, subject to the Fee Limit set out in Legal Expense Endorsement #1, with the Underwriting Manager’s prior written consent;
- (ii) all costs reasonably and properly incurred by the Underwriting Manager and the costs of providing the Telephone Legal Advisory Service to the Insured;
- (iii) costs incurred by other parties to which the Insured is held liable in court or tribunal proceedings to pay or which the Insured agrees to pay with the Underwriting Manager’s prior written consent but excluding any costs which the Insured may be ordered to pay by a court or tribunal adjudicating on Criminal or Statutory Proceedings.

12.17 “Minimum Sum in Dispute” means the amount specified in Legal Expense Endorsement #1.

12.18 “Owner” means a person or entity as more particularly defined under the relevant legislation pertaining to the management duties of the Insured and who is shown as the owner or leaseholder of a unit in the register of a land title office.

12.19 “Period of Coverage” means the period as specified in the Declarations.

12.20 “Premium” means the amount specified in the Declarations.

12.21 “Professional Duty” means contractual, tortious or fiduciary duties owed to or by the Insured to or by another company, partner, firm or individual or a director or employee thereof in connection with the provision of professional services or advice, for which there is a requirement to have professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.

12.22 “Retroactive Date” means the date specified in Legal Expense Endorsement #1 after which the cause, event or circumstance giving rise to a claim or legal proceeding by or against the Insured must have occurred.

12.23 “Sum in Dispute” means the sum in dispute between the Insured and a Contracting Party.

12.24 “Telephone Legal Advisory Service” means the telephone advisory service stipulated in Legal Expense Endorsement #1 which can be used by the Insured.

12.25 “Territorial Limits” means as specified in Legal Expense Endorsement #1.

12.26 “Underwriting Manager” means the company stipulated in Legal Expense Endorsement #1 or appointed subsequently by the Insurer which is authorised to handle and administer claims under this Policy on the Insurer’s behalf and to whom any notification of a claim must be made.

12.27 “Witness Attendance Allowance” means costs not to exceed \$250 per day or \$2500.00 Any One Claim when any individual within the defined term of Insured is absent from work consequent upon attending a court or tribunal hearing of a claim to which the Underwriting Manager has given written consent under this Policy.

Infectious or Contagious Disease Exclusion

Indemnity Clause 3 (Bodily Harm and Clinical Negligence) does not cover any **Insured's Costs**, loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimize or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

LMA5398 (amended)

06 May 2020

CYBER AND DATA EXCLUSION

(for attachment to Canadian Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; or
 - 1.3 complaint, investigation, or proceedings arising directly or indirectly from a breach or alleged breach of the Personal Information Protection and Electronic Documents Act, the Canada Anti-Spam Legislation, any Privacy Act, or any similar Canadian, Provincial or Territorial statute or regulation,regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

Definitions

4. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud 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, owned or operated by the Insured or any other party.
5. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
6. **Cyber Incident** means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

7. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5528

21 December 2020

Canada Subscription Policy

Lloyd's endorsement (only to be used in conjunction with LSW 1554 or an alternative subscription policy document containing the attributes of LSW 1554)

PLEASE NOTE - This notice contains important information - PLEASE READ CAREFULLY

Whereas the Subscription Policy ("the Policy") has been entered into by the Coverholder in accordance with the authorization granted to the Coverholder by the underwriting members ("the members") of the Lloyd's syndicates as shown in the List of Subscribing Companies (and where the List of Subscribing Companies also notes the identity of the Coverholder);

Whereas the liability of each insurer under the Policy is several and not joint with other insurers party to the Policy;

The following additional provisions shall apply in respect of the participation of the members to the Policy. The following provisions are in addition to and not in substitution for the provisions, terms and condition as set out in the Policy (including any amendment or endorsement thereto).

Several liability

1. The proportion of liability under the Policy underwritten by the members of a Lloyd's syndicate (being the total of the proportions underwritten by all the members of the syndicate taken together) is as provided for in the binding authority agreement number shown in the List of Subscribing Companies, or which may be obtained on application to the Coverholder whose name is also noted in the List of Subscribing Companies.
2. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total being the total of the proportions of the total shown for the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members or other insurers. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite the Policy. The business address of each member is Lloyd's, One Lime Street, EC3M 7HA, United Kingdom. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained in writing to Market Services, Lloyd's at the above address.
3. Although reference is made at various points in this endorsement to "the Policy" in the singular, where the circumstances so require this should be read as a reference to Policies in the plural.

Action Against Insurer

4. In any action to enforce the obligations of the members they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the members as if they had been individually named as defendant. Service of such proceedings may be validly made upon the attorney-in-fact in Canada for Lloyd's Underwriters, whose address for service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

Notice

5. Any notice to the members may be validly given to the Coverholder whose signature and name appear in the List of Subscribing Companies.

ASBESTOS ENDORSEMENT

- A. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
 2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
 3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
 4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:
 - (i) any faults in the design, manufacture or installation of the asbestos;
 - (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

14/09/2005

LMA5019

Form approved by Lloyd's Market Association

Nuclear and Radioactive Contamination Exclusion (Property)

This contract does not cover any loss, damage, cost or expense directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

LMA5288
14 June 2017

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

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

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

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

17/12/97
NMA2802

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:
1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6
Tel: 1-877-455-6937 - Fax: (514) 861-0470
E-mail: info@lloyds.ca

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

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

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

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

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

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

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

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

www.fcac-acfc.gc.ca

09/14

LSW1542F

Lloyd's Underwriters Code of Consumer Rights & Responsibilities LSW1565C

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

Right to Be Informed

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

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

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

Responsibility to Ask Questions and Share Information

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

Right to Complaint Resolution

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

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

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